

EXHIBIT A

CANYON TOURS, INC.
Glen Canyon National Recreation Area
Improvement and Building Program

		<u>C O M P L E T I O N D A T E S</u>				
		<u>12/31/68</u>	<u>12/31/69</u>	<u>12/31/70</u>	<u>12/31/71</u>	<u>12/31/72</u>
<u>WAHWEAP</u>						
<u>Motel Units</u>	(41)	\$232,000		(44) \$240,000		<i>deleted - Amend #1</i> (24) <u>\$120,000</u>
Motel Furnishings		45,000		45,000		24,000
Refurbishing motels, boats		30,000		20,000	\$ 30,000	30,000
Landscaping trailer village and lodge, including irrigation system		10,000				
Slips, 22-22'x32' and 22-14'x36'		75,000				
Ice machine for campground		2,500 ✓				
Charcoal dispenser, 1		1,800 ✓				
<u>Swimming pool with pavilion</u>			\$ 15,000			<u>10,000</u>
Boats and equipment, including houseboats			125,000.		40,000.	
Office and village store			20,000			
Marine store expansion			20,000			
Camp and beach snack wagon		4,500				
Slips, 25-12'x24' and 25-12'x30'			50,000		50,000	
Dining room, kitchen expansion, and offices			105,000			
Convention room, <u>warehouse</u> , and <u>maintenance building</u>				<u>131,200</u>	<i>deleted Amend #1</i>	
Additional fuel storage, etc.				10,000		
<u>Fishing cabins</u>				(10) 25,000	<i>deleted - Amend #1</i> (10)	<u>25,000</u>
Recreation building, including playground equipment, trailer village, and lodge				<u>20,000</u>	5,000	
Equipment, including vehicles and tools				5,000		10,000
Dry-boat storage expansion to include surfacing and fencing			25,000			

		<u>C O M P L E T I O N D A T E S</u>				
	<u>12/31/68</u>	<u>12/31/69</u>	<u>12/31/70</u>	<u>12/31/71</u>	<u>12/31/72</u>	
<u>WAHWEAP (continued)</u>						
<u>Beach and camp store with showers</u>				\$ 50,000	design & Amend #1	
General landscaping				\$ 15,000		
Equipment - Wahweap Shop	\$ 2,500			2,500		
<u>Floating Dry Dock Boat repair</u>				<u>25,000</u>		
Rental house trailers	15,000	\$ 25,000				
General offices and tour offices		20,500				
Sanitary facilities and utility on marina				16,000		
Boats				20,000	\$ 30,000	
<u>Managers' residences (2)</u>					40,000	
<u>Dormitory</u>					20,000	
					deleted - Amend #1	
Totals - Wahweap	<u>\$418,300</u>	<u>\$405,500</u>	<u>\$546,200</u>	<u>\$203,500</u>	<u>\$309,000</u>	
<u>RAINBOW BRIDGE</u>						
Anchor vessel	\$ 55,000					
Living quarters		\$ 30,000				
Fuel facility expansion		16,000				
<u>Store expansion</u>			\$ 15,000			
Equipment				\$ 15,000		
Totals - Rainbow Bridge	<u>\$ 55,000</u>	<u>\$ 46,000</u>	<u>\$ 15,000</u>	<u>\$ 15,000</u>	<u>-</u>	
Grand Totals	<u>\$473,300</u>	<u>\$451,500</u>	<u>\$561,200</u>	<u>\$218,500</u>	<u>\$309,000</u>	

Concessions Contract CC-GLCA003-69
ARA Leisure Services, Inc.
Exhibit B

ASSIGNMENT OF GOVERNMENT OWNED STRUCTURES

<u>Building Number</u>	<u>Description</u>	<u>Annual Fee</u>
407	Boat Repair Building (Dangling Rope)	\$ 000.00
---	Wahweap Breakwter	\$ 000.00
TOTAL AMOUNT DUE PURSUANT TO SUBSECTION 9(a)(1):		\$ 000.00

ARA Leisure Services, Inc.

By: *C. H. Enley*
Title: SR. VICE PRESIDENT

Date: 3-16-89

National Park Service

By: *Howard J. Rouse*
Acting
Title: Regional Director,
Rocky Mountain Region

Date: 4-5-89

Notes for attachment to Exhibit B
CC 14-10-9-900-159
Wahweap Lodge and Marina, Incorporated

Appraisal for use of building 409 as an assigned government owned structure is based upon the short form appraisal report for the Wahweap Ranger Station. Space appraised at \$1648.00 per year for 800 square feet (\$2.06 per square foot). The building and float size of 409 is 352 square feet (16 x 22). The calculated fee is \$725.12. Rounding this figure down to \$720 yields a monthly rental rate of \$60.00, which is the recommended rate.

Maintenance Agreement - Building 407
Attachment to Exhibit B - Government Owned Structures
Concession Contract CC-GLCA003-69
Wahweap Lodge and Marina, Incorporated

1. This Agreement, entered into by and between the Secretary of the Interior, acting in this behalf through the Superintendent, Glen Canyon National Recreation Area, hereinafter referred to as the "Secretary," and Wahweap Lodge and Marina, Incorporated, hereinafter referred to as the "Concessioner," is for the purpose of defining the functions and responsibilities of each party in the maintenance and repair of Building 407, assigned to the Concessioner for use as a boat repair shop at Dangling Rope Marina.
2. This Agreement shall become effective upon the date of its execution and shall expire December 31, 1989; except that either party may terminate the agreement earlier by providing sixty days written notice to the other.

3. Obligations of the Concessioner:

The Concessioner shall perform all maintenance and repair necessary to keep the facility in a clean and safe condition. This shall be understood to include:

- (a) The structural integrity of the decking, roof, and walls. It is understood that the float and decking is in deteriorated condition and in need of replacement. The replacement work is the Secretary's responsibility and is scheduled for the winter of 1988/1989. The Concessioner is responsible for providing temporary repairs to keep the building usable through the summer of 1988.

The Concessioner will maintain such insurance as necessary as to replace the building in kind as a result of its loss by wind, fire, or other disaster.

4. Obligations of the Secretary:

The structure is excess to the needs of the Secretary. The Secretary will not perform any maintenance or repair to the structure. It is expected that the structure will be destroyed when the float and decking are rehabilitated. The Concessioner will have the responsibility for construction of a new boat repair building as a Concessioner Improvement under the terms of this contract.

In consideration of the existing deteriorated condition of the structure, no building use fee will be assessed during the term of this Agreement.

Wahweap Lodge and Marina, Inc.

By: 

Title: V.P. & AREA m 682

Date: 5/2/88

Glen Canyon Nat'l. Rec. Area

By: 

Superintendent

Date: 04/25/88

Maintenance Agreement - Building 409
Attachment to Exhibit B - Government Owned Structures
Concession Contract No. 14-10-9-900-159
Wahweap Lodge & Marina, Inc.

1. This agreement, entered into by and between the Secretary of the Interior, acting in this behalf through the Superintendent, Glen Canyon National Recreation Area, hereinafter referred to as the "Secretary," and Wahweap Lodge & Marina, Inc., hereinafter referred to as the "Concessioner," is for the purpose of defining the functions and responsibilities of each party in the maintenance and repair of Building 409, assigned to the Concessioner for use as a tour boat storage building at Wahweap.
2. This agreement shall become effective upon the date of its execution and shall expire December 31, 1989; except that either party may terminate the agreement earlier by providing sixty days written notice to the other.

3. Obligations of the Concessioner:

The Concessioner shall perform all maintenance and repairs necessary to keep the facility in a clean and safe condition. This shall be understood to include, but not limited to, the following:

- (a) The structural integrity of the decking, roof, and walls will be repaired and maintained when required.
- (b) The interior floors, walls, and ceiling will be repaired when required so that no loose edges, or holes in floor sections present a hazard.
- (c) The facility will be kept free of loose, warped, or broken members will be reasonably free from rust, corrosion, pittings, and cracking and peeling paint.
- (d) The exterior will be painted at three year intervals unless required at more frequent intervals. Painting will be done in 1985 calendar year.
- (e) All repairs of a structural nature resulting from destruction or damage to the building caused by Concessioner employees and their families or customers of Wahweap Lodge & Marina, Incorporated.
- (f) All alterations will require prior approval by the Secretary.

The Concessioner will maintain such insurance as necessary as to replace the building in kind as a result of its loss by wind, fire, or other disaster.

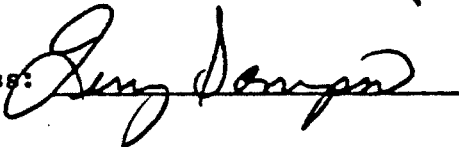
4. Obligations of the Secretary:

The structure is excess to the needs of the Secretary. The Secretary will not perform any maintenance or repair to the structure.

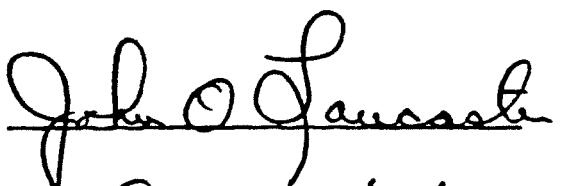
Wahweap Lodge & Marina, Inc.

by: 

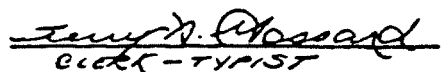
Title: Area Manager

Witness: 

National Park Service

by: 

Title: Superintendent

Witness: 
CLERK-TYPIST

MAINTENANCE AGREEMENT - Dangling Rope Solid Waste
#1 FOR ATTACHMENT TO ~~THE LAND ASSIGNMENT~~ EXHIBIT B
CONCESSIONS CONTRACT NO. 14-10-9-900-159
WAHWEAP LODGE & MARINA, INC.

THIS AGREEMENT is by and between the National Park Service, Glen Canyon National Recreation Area, hereinafter called the "Government," and Wahweap Lodge and Marina, Incorporated, hereinafter called the "Concessioner," is for the purpose of defining the functions and responsibilities of each party for the disposal of solid waste from Dangling Rope Marina.

W I T N E S S E T H:

WHEREAS the Government has the responsibility for disposal of solid waste from Dangling Rope Marina and may charge the Concessioner the cost of providing this service for the Concessioner's activities; and

WHEREAS the Concessioner wishes to reduce this expense by the means of an exchange of services; and

WHEREAS such an exchange is cost-effective and to the mutual benefit of the parties concerned.

NOW THEREFORE, in consideration of the mutual covenants herein set forth, the parties hereto agree as follows:

Term of the Agreement

This agreement shall become effective upon the date of its execution and shall expire five years from the date of execution unless terminated earlier. Either party may terminate this agreement by providing sixty (60) days written notice to the other of their intention to cancel.

Duties of the Government

1. The Government will provide such barges, bins, or other receptacles as necessary for the collection of solid waste at Dangling Rope Marina. Such barges will be maintained in good condition, free of serious leaks or other defects of floatation.
2. The Government will deliver empty barges to the Wahweap tour boat dock in sufficient time to be hauled by the tanker vessel on its normal schedule.
3. The Government will pick up full barges from the Wahweap tour boat dock within one hour of the tanker vessel's normal return schedule.
4. The Government shall undertake to haul barges during periods that the tanker vessel is incapacitated for maintenance reasons.
5. The Government agrees that no charges shall be made for solid waste removal from Dangling Rope Marina to the Concessioner if the Concessioner meets the duties delineated below.
6. The Government shall provide a trash bin located at Wahweap Marina.

Duties of the Concessioner

1. The Concessioner shall tow empty barges to Dangling Rope Marina and full barges to Wahweap by use of the tanker vessel during its normal schedule. Full barges will be identified daily by the National Park Service Water Treatment Plant Operator on duty at Dangling Rope.
2. The Concessioner will provide the connections necessary from the tanker vessel to the towing eye of the barge.
3. The Concessioner will provide a written schedule of tanker trips to the Government. Variations from this schedule are permitted, but notice must be provided in advance to the Building and Utilities Foreman. Notice may be given by telephone, but sufficient time must be provided for the Government to respond to the schedule change.

IN WITNESS THEREOF, the representatives of the Government and the
Concessioner have signed this 1st day of November, 1984.

NATIONAL PARK SERVICE

by:

John O. Sauer

Superintendent

Glen Canyon National Recreation Area

WAHWEAP LODGE AND MARINA, INC.

by:

David Johnson

(Title)

PRESIDENT

Wahweap Lodge and Marina, Inc.

Maintenance Agreement - Wahweap Breakwater
Attachment to Exhibit B - Government Owned Structures
Concession Contract Number CC-GLCA003-69
Wahweap Lodge and Marina, Incorporated

This Agreement, entered into by and between the Secretary of the Interior through the Superintendent, Glen Canyon National Recreation Area, hereinafter referred to as the "Secretary", and Wahweap Lodge and Marina, Incorporated, hereinafter referred to as the "Concessioner", is for the purpose of defining the functions and responsibilities of each party in the maintenance and repair of the Wahweap Breakwater.

The Wahweap Breakwater is the approximately 520 lineal feet of concrete breakwater and 640 lineal feet of steel breakwater comprised of 16 forty foot sections and its associated anchoring system presently located southeast of Wahweap Marina. The Secretary deems this improvement to be excess to the Government's needs.

Term: This Agreement shall become effective upon its date of execution and shall expire December 31, 1991; except that either party may terminate the agreement by providing sixty days written notice to the other, said notice being from the date of mailing.

OBLIGATIONS OF THE CONCESSIONER:

1. The Concessioner shall provide reasonable maintenance and repairs necessary to keep the breakwater operating in a safe condition.
2. The Concessioner may add breakwater sections as necessary to provide adequate protection for the Marina. Such tire breakwater sections are Concessioner Improvements under the terms of this contract.
3. The Concessioner shall provide such connections between the concrete breakwater and tire breakwater as it deems necessary.
4. The Concessioner will move the breakwater as necessary from time to time due to changes in lake elevation, shifts in marina location, etc.

OBLIGATIONS OF THE SECRETARY:

1. The breakwater is excess to the needs of the Government. The Secretary will not provide for any maintenance or repair to the structure after that.
2. In consideration of the maintenance expenses incurred by the Concessioner, the Secretary agrees that no use fees will be assessed for the use of this Government Improvement pursuant to subsection 9(a)(1) of this contract.

3. Upon termination and non-renewal of this Agreement, the Secretary agrees to remove the breakwater at his expense.

WAHWEAP LODGE AND MARINA, INC.

BY:

TITLE:

DATE:

GLEN CANYON NAT'L. RECREATION AREA

BY:

Superintendent

DATE:

E/S
O.P. & AREA mgr
5/25/88

John O. Forester
04/25/88

Maintenance Agreement - Walkway Dock Sections
Attachment to Exhibit B - Government Owned Structures
Concession Contract No. 14-10-9-900-159
Wahweap Lodge & Marina Inc.

This Agreement, entered into by and between the Secretary of the Interior through the Superintendent, Glen Canyon National Recreation Area, hereinafter referred to as the "Secretary", and Wahweap Lodge & Marina, Inc, hereinafter referred to as the "Concessioner", is for the purpose of defining the functions and responsibilities of each party in the maintenance and repair of the walkway dock sections assigned to the Concessioner for his use under the provisions of Section 4 of the concession contract.

The walkway dock sections covered by this agreement are two 40' docks formerly used as walkways at Rainbow Bridge. The Concessioner intends to use them as part of the houseboat loading dock at Wahweap Marina.

Term. This agreement shall become effective upon its date of execution and shall expire December 31, 1990; except that either party may terminate the agreement earlier by providing sixty days written notice to the other, said notice being from the date of mailing.

Obligations of the Concessioner:

1. The Concessioner will maintain the walkways in a satisfactory condition as described by Standard VIII Marina and Boat Facilities, Concessioner Operational Review Program, NPS-48.
2. The Concessioner will be responsible for replacing the walkways in kind should they be lost as a result of wind, fire, collision, or other disaster.

Obligations of the Secretary:

1. The walkways are excess to the needs of the government. The Secretary will not provide for any maintenance or repair to the walkways.
2. In consideration of the maintenance expenses incurred by the Concessioner, and in consideration of services provided to the Secretary by the Concessioner, the Secretary agrees that no use fees will be assessed for the use of this government improvement pursuant to subsection 9(a)(1) of the concession contract.

WAHWEAP LODGE & MARINA, INC.

By

Title: U.P. & AREA MCR

Date:

10/10/86

NATIONAL PARK SERVICE

By

Superintendent

Date:

10-29-86

January 1, 1969 CONTRACT NO. 14-10-9-900-159
 CANYON TOURS INC.
 AREA OF PREFERENTIAL RIGHT
 EXHIBIT C

UNITED STATES DEPARTMENT OF THE INTERIOR
 NATIONAL PARK SERVICE
 GLEN CANYON NATIONAL RECREATION AREA

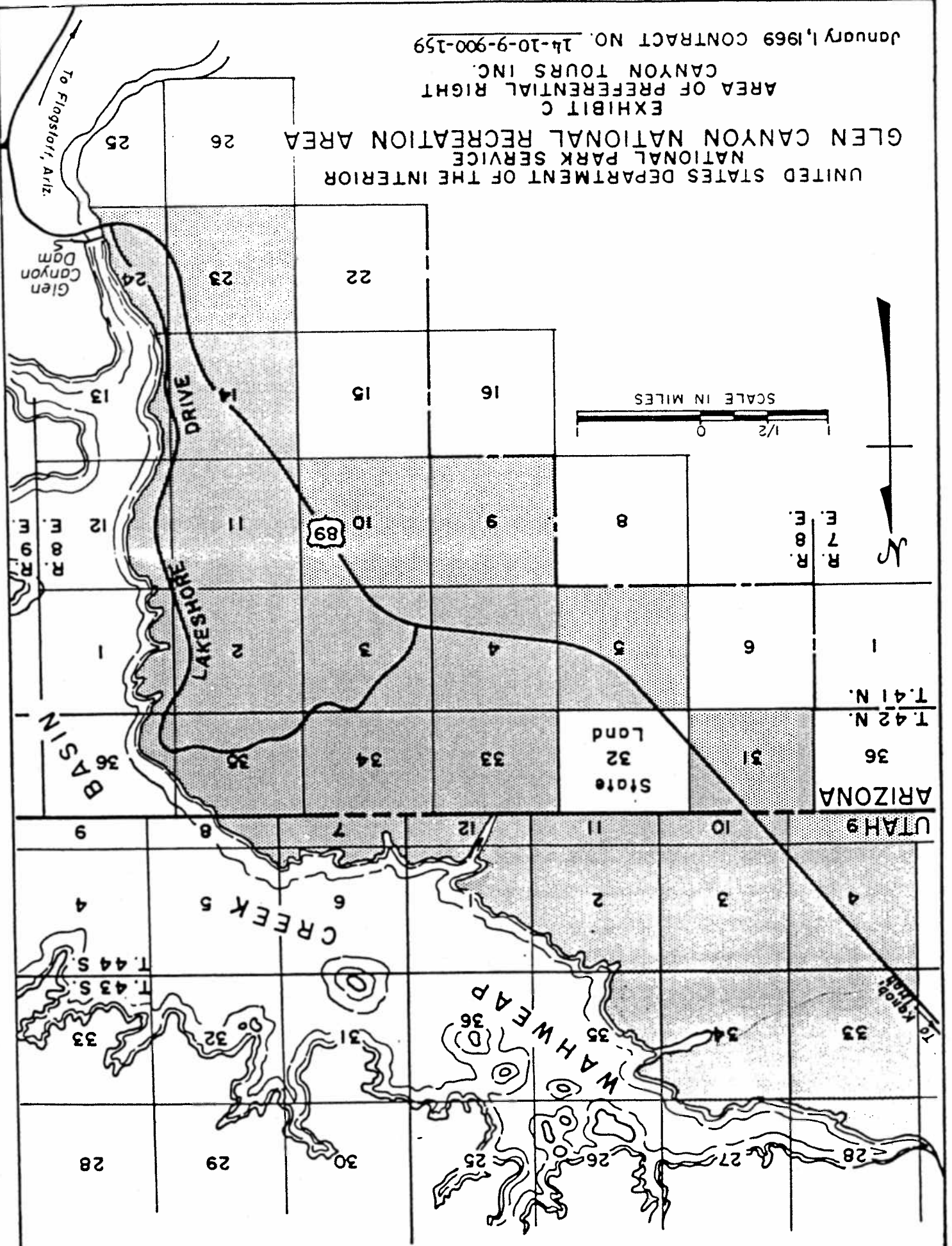




EXHIBIT D to Concession Contract

No 14-10-9-900-159 Canyon Tours, Inc.

AREA OF PREFERENTIAL RIGHTS extends from
elevation 3490 to 3711 in Dangling Rope
Canyon from its mouth to its head as
indicated on the location map.

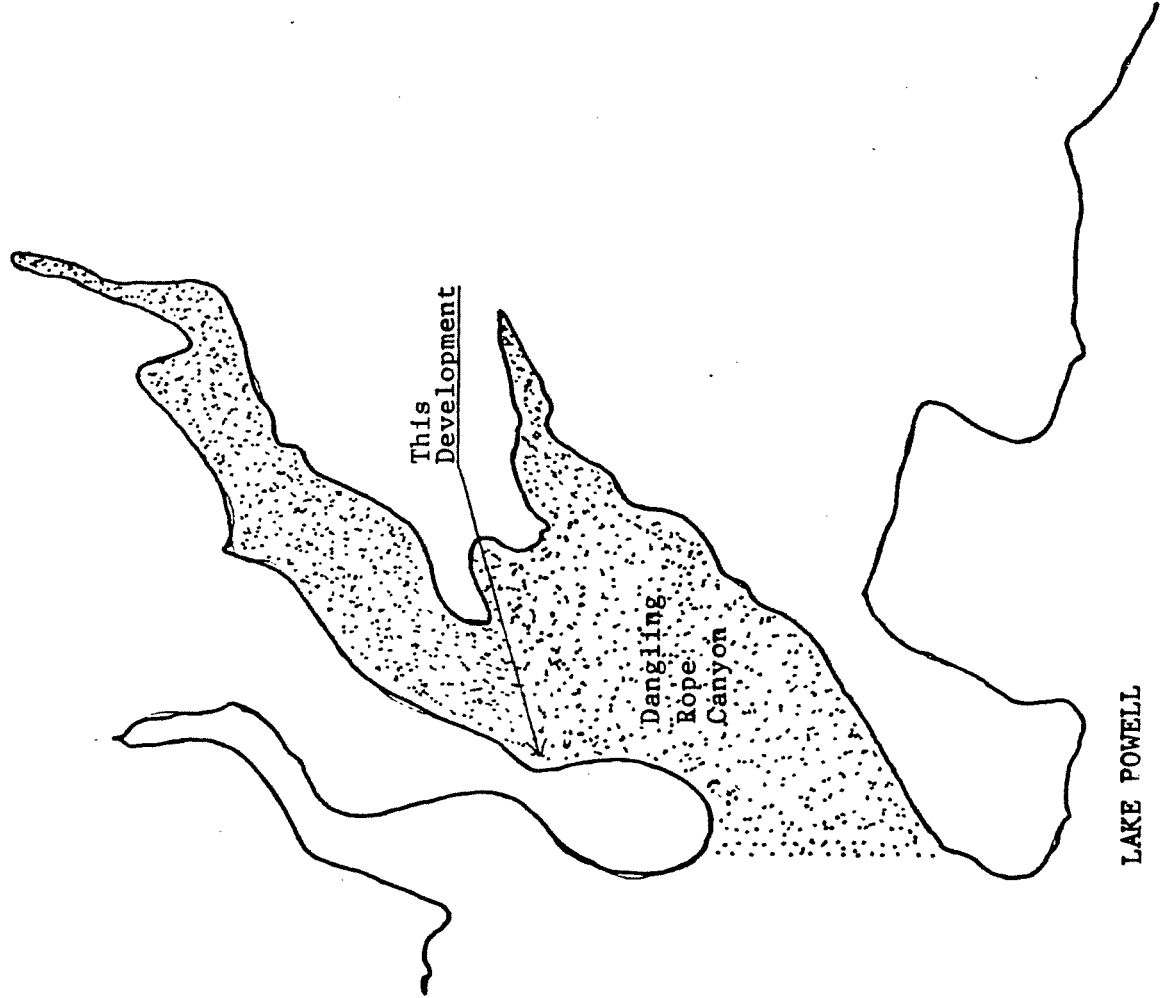


EXHIBIT E

Concession

Contract No. 14-10-9-900-159

Date _____

NONDISCRIMINATION

Requirements Relating to Employment and
Service to the Public

A. EMPLOYMENT: During the performance of this contract, the Concessioner agrees as follows:

(1) The Concessioner will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Concessioner will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Concessioner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Secretary setting forth the provisions of this non-discrimination clause.

(2) The Concessioner will, in all solicitations or advertisements for employees placed by or on behalf of the Concessioner state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Concessioner will send to each labor union or representative of workers with which the Concessioner has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Secretary, advising the labor union or workers'

representative of the Concessioner's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Concessioner will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Concessioner will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Concessioner's books, records, and accounts by the Secretary of the Interior and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Concessioner's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Concessioner may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Concessioner will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Concessioner will take such action with respect to any sub-

contract or purchase order as the Secretary may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Concessioner becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary, the Concessioner may request the United States to enter into such litigation to protect the interests of the United States.

B. CONSTRUCTION, REPAIR, AND SIMILAR CONTRACTS: The preceding provisions A(1) through (7) governing performance of work under this contract, as set out in Section 202 of Executive Order No. 11246, dated September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, shall be applicable to this contract, and shall be included in all contracts executed by the Concessioner for the performance of construction, repair, and similar work contemplated by this contract, and for that purpose the term "contract" shall be deemed to refer to this instrument and to contracts awarded by the Concessioner and the term "Concessioner" shall be deemed to refer to the Concessioner and to contractors awarded contracts by the Concessioner.

C. FACILITIES: (1) Definitions: As used herein: (i) Concessioner shall mean the Concessioner and its employees, agents, lessees, sublessees, and contractors, and the successors in interest of the Concessioner; (ii) facility shall mean any and all services, facilities, privileges, and accommodations, or activities available to the general public and permitted by this agreement.

(2) The Concessioner is prohibited from: (i) publicizing facilities operated hereunder in any manner that would directly or inferentially reflect upon or question the acceptability of any person because of race, color, religion, sex, or national origin; (ii) discriminating by segregation or other means against any person because of race, color, religion, sex, or national origin in furnishing or refusing to furnish such person the use of any such facility.

(3) The Concessioner shall post a notice in accordance with Federal regulations to inform the public of the provisions of this subsection, at such locations as will ensure that the notice and its contents will be conspicuous to any person seeking accommodations,

facilities, services, or privileges. Such notice will be furnished the Concessioner by the Secretary.

(4) The Concessioner shall require provisions identical to those stated in subsection C herein to be incorporated in all of the Concessioner's contracts or other forms of agreement for use of land made in pursuance of this agreement.

Exhibit F

Operations Plan

Wahweap Lodge and Marina, Inc.

Concession Contract CC-GLCA003-69

Preamble To Operations Plan

This Plan between Wahweap Lodge and Marina, Incorporated (hereinafter referred to as "Concessioner") and the National Park Service (hereinafter referred to as "Service") will serve to establish operating responsibilities for the Concessioner and the Service in that portion of Glen Canyon National Recreation Area assigned to the Concessioner.

The terms and conditions of this Plan are subordinate to the terms and conditions of Concession Contract No. CC-GLCA003-69; in the event of disputes or conflicts in language or interpretation, the Concession Contract will prevail. This Plan shall remain in effect during the term of the concession contract. Amendments or changes may be made at the determination of the Service.

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I. Management, Organization and Responsibilities

A. Concessioner

1. The management and organization of the concession operations will be under the Concessioner of record. The office of Senior Vice President, Lake Powell Resorts and Marinas, is the primary office of record with regard to contractual obligations and is the policy making body of this property.
2. The Concessioner is responsible for complying with the policies and directives of the Service, carrying out day-to-day operations under the direction of the General Manager, who provides professional direction, supervision of all on-site concession employees, and handling of complaints and correspondence with the Service promptly and efficiently.

B. Service

1. The Superintendent is the Park Manager with responsibility for total Recreation Area operation, which includes the concession operation. The Superintendent has the responsibility to carry out the policies and directives of the Service, including contract administration of the Concessioner. The Chief, Division of Concessions Management, is the on-site Service official immediately responsible for all concession activities, and is the Service official with whom the Concessioner would initially make contact with on any matter. Through the Division of Concessions Management, the Superintendent shall review, supervise, and coordinate the Concessioner's activities as they relate to Glen Canyon National Recreation Area. This will include reviewing improvements to facilities, review of operations, rate approval, liaison with Service and Concessioner representatives, review of advertising, monitoring orientation and all other activities involved in administering the concession contract.
2. Responsibilities of Staff Assistant
 - a. Assistant Superintendent: Will act on behalf of the Superintendent in the event of his absence.
 - b. Chief of Visitor Services: Will act on behalf of the Superintendent in all matters pertaining to visitor protection, rescue, medical, fire control, safety and loss control, interpretation, and law enforcement.
 - c. Chief of Resource Management: Will act on behalf of the Superintendent in all matters pertaining to resource management.
 - d. Chief of Maintenance: Will act on behalf of the Superintendent in all matters relating to maintenance.

The Maintenance Agreement and matters pertaining to its application will be vested with the Chief of Maintenance.

- e. Administrative Officer: Will act on behalf of the Superintendent in all matters relating to the fiscal obligations associated with concession activities.
- f. Chief, Professional Services: Will act on behalf of the Superintendent in all matters relating to planning, construction and renovation of buildings and facilities, and in assuring that all construction activities comply with appropriate resource management and environmental regulations.
- g. Loss Control Officer: Will provide orientation and annual review of the Concessioner's Loss Control Program, and will serve as the direct line of communication to the Concessioner on safety related matters.

3. Responsibilities of District Personnel

- a. Downlake Concessions Specialist: Will provide day to day monitoring of concession activities and operations within the district. Serves as the direct line of communication to the Chief, Division of Concessions Management, on major problems.
- b. District Ranger: Will provide fire suppression, and implementation of specific plans related to the area. Serves as the direct line of communication to the Concessioner related to fire control, law enforcement, search and rescue, lost and found items and resource protection.
- c. District Maintenance: Will provide day-to-day supervision over all maintenance activities and operations within the District. Serves as the direct line of communication to the Chief of Maintenance on major problems.
- d. District Interpreter: Will provide interpretation programs to the visiting public.

II. Season and Hours of Operation

The Concessioner shall provide the services required and authorized by the contract on a year-round basis, seven days a week. The following minimum hours of operation shall remain in effect and be adhered to unless changes are requested in writing and approved by the Superintendent.

<u>Department</u>	<u>Summer Season 5/15 to Labor Day</u>	<u>Day After Labor Day to 09/30</u>	<u>Value Season 4/1 to 5/14 and 10/1 to 10/31</u>	<u>Budget Season 11/1 to 3/31</u>
Boat Rentals	6:30 am-6 pm	7 am - 6 pm	8 am - 5 pm	8 am - 5 pm
Chevron Station	7 am - 8 pm	7 am - 6 pm	8 am - 5 pm	8 am - 5 pm
Cookie Jar	6 am - 8 pm	Closed	Closed	Closed
(Opening to 8/31)				
Cookie Jar	6 am - 2 pm	Closed	Closed	Closed
(9/1 to closing)				
Dangling Rope Store	7:30 am-6:30 pm	8 am - 5 pm	8 am - 5 pm	8 am - 5 pm
Dangling Rope Fuel Dock	7 am - 7 pm	7 am - 6 pm	8 am - 5 pm	8 am - 5 pm
Driftwood Lounge	12 n - 1 am	12 n - 1 am	3 pm - 11 pm	4 pm - 11 pm
Lake Powell Motel	7 am - 10 pm	7 am - 10 pm	7 am - 10 pm	8 am - 8 pm
Lodge Gift Shop	7 am - 10 pm	7 am - 10 pm	8 am - 7 pm	8 am - 5 pm
Marina Fuel Dock (Summer Fridays and Saturdays)	6 am - 8 pm	7 am - 6:30 pm	8 am - 5 pm	8 am - 5 pm
Marina Fuel Dock (All but summer Fridays and Saturdays)	6 am - 7 pm	7 am - 6 pm	8 am - 5 pm	8 am - 5 pm
Marina Store	6 am - 7 pm	7 am - 6 pm	8 am - 5 pm	8 am - 5 pm
Rainbow Room	6 am - 3 pm 5 pm - 10 pm	6 am - 3 pm 5 pm - 10 pm	7 am - 2 pm 6 pm - 9 pm	7 am - 2 pm 6 pm - 9 pm
Service Dept.	7 am - 6 pm	8 am - 5 pm	8 am - 5 pm	8 am - 5 pm
Sports Center	7 am - 7 pm	7 am - 6 pm	8 am - 5 pm	8 am - 5 pm
Trailer Village	6 am - 9 pm	7 am - 7 pm	7 am - 6 pm	7 am - 6 pm
Wahweap Lodge	24 hours	24 hours	24 hours	24 hours

III. Scope and Quality of Service

- A. The operation of accommodations, facilities, and services authorized by this contract shall be operated in accordance with industry standards, with the evaluation standards set forth in National Park

Service Guideline 48, and with this Operating Plan, which shall remain in effect until superceded.

Both the Service and Concessioner shall be responsible for separately inspecting, monitoring and being aware of the Concessioner's facilities and services with respect to applicable standards, rate comparability, safety, public health and visitor complaints and reactions. Consistent with the Review Program the Service will conduct unannounced inspections of the facilities. The minimum number of inspections shall be:

1. Periodic Evaluations: Four (4)
2. Public Health: Four (4)
3. Safety: One (1)

- B. The Concessioner's General Manager or his designated representative will attend all inspections and initial all reports in accordance with the appropriate evaluation guidelines.
- C. A representative from the Division of Concessions Management will conduct thorough, unannounced inspections in accordance with the Concessions Management Guideline (NPS-48), Chapter 21, Concessioner Review Program. Upon arrival at the facility, the representative will attempt to contact the General Manager or the other person in charge before beginning the inspection.
- D. The staff Sanitarian will, at least quarterly, perform a complete unannounced sanitation inspection to ensure Concessioner compliance with all United States Public Health Service requirements. The Sanitarian will attempt to contact the General Manager or other person in charge before beginning the inspection.
- E. The staff Loss Control Officer or designated representative will, at least annually, conduct a thorough unannounced inspection of all concessioner facilities. The Loss Control Officer will attempt to contact the General Manager or other person in charge before beginning the inspection.

IV. Rates

- A. Any rate changes shall be provided by the Concessioner in a written rate schedule thirty (30) working days prior to anticipated implementation. The Concessioner shall provide comparability data to support proposed rates at the time approval is requested. The rate request shall include pertinent information about the product or service proposed. This includes current rate, date approved, proposed rate, amount of increase, description of product or service. All rate requests will be submitted in accordance with Concessions Management Guidelines (NPS-48), Chapter 18, Rate Administration Program, pages 5, 6 and 7.
- B. It is the purpose of the Service to assure that the Concessioner's rates and charges to the public are commensurate with the level of

services and facilities provided, and are reasonable, justified, and comparable with similar facilities and services provided by the private sector. Reasonableness of rates shall be judged primarily as provided by Section 3(c) of the Act of October 9, 1965 (79 Stat. 969, 16 U.S.C. 20b):

"By comparison with those current for facilities and services of comparable character under similar conditions, with due consideration for length of season, provision for peak loads, average percentage of occupancy, accessibility, availability and cost of labor and materials, type of patronage, and other factors deemed significant by the Secretary."

- C. The staff from the Division of Concessions Management will conduct periodic comparability studies and make appropriate recommendations to the Superintendent for approval, disapproval or adjustment of proposal rates.
- D. The Superintendent shall approve, disapprove, or modify proposed rates and will inform the Concessioner, in writing, of his reasons for negative action.
- E. The Superintendent or his representative will conduct spot checks for compliance of rates throughout the year and during periodic inspections.

V. Specific Operations

A. Lodging

- 1. Wahweap Lodge shall be open year-round. Lake Powell Motel may be closed seasonally, upon written approval of the Superintendent.
- 2. One-bed and two-bed lodge rooms shall both be available. At both the Wahweap Lodge and Lake Powell Motel, rollaway beds and cribs shall be provided upon request, and an additional charge may be made for them. No charge shall be made for children under 12 in the same room or unit as adults.
- 3. Reservation systems for advance room rental shall be maintained. A deposit of up to one night's rate may be required to reserve a room, but deposits shall be refunded promptly and in full if cancellation notice is given 24 hours in advance.
- 4. Check out time shall not be before 11:00 a.m.
- 5. The Wahweap Lodge front desk shall be manned 24 hours per day, year-round. Front desk staff shall be well-versed in emergency procedures.

6. A designated staff security person shall respond to house problems, including loud or unruly guests or visitors.
7. No more than 75% of the rooms at the Lodge shall be booked for the use of organized groups or tours at any one time. Group bookings exceeding 75% of rooms may be made with prior approval from the National Park Service.

B. Food and Beverage Services

1. Rainbow Room

- a. The Rainbow Room shall provide full menu service for three meals daily.
- b. A free continental breakfast may be served in lieu of a full service breakfast on mornings when ten or fewer Wahweap Lodge rooms have been sold on the previous night.
- c. Special events and banquets may be hosted in the Rainbow Room, provided that adequate service is still provided to the general public. Adequate service includes, but is not limited to, the following: waits for tables shall not exceed 30 minutes, except in highest guest use times during peak season, when waits for tables shall not exceed 45 minutes; time between patrons being seated and receiving their food shall not exceed 30 minutes; and a full range of menu items shall be available.

2. Driftwood Lounge - The lounge shall serve a full range of beverages in compliance with State requirements. The lounge shall be open year-round; hours may be determined by the Concessioner. Appetizers and meals may be served; entertainment may be provided. The Concessioner shall comply with the State of Arizona's regulations concerning the sale and service of alcoholic beverages.

3. Cathedral Room - The Cathedral Room will serve buffet-style meals when the Concessioner feels adequate demand exists. The room may customarily be used to accommodate groups and meetings.

4. Tower Butte Room - The principle use of the Tower Butte Room is to serve catered groups and meetings as the Concessioner deems desirable.

5. Cookie Jar Restaurant - The Cookie Jar is intended as a fast food restaurant, serving a menu customary for the fast food industry. It is a seasonal operation, generally operating from mid-May to mid-September. At least breakfast and lunch shall be served.

C. Merchandising

1. Gift Shops - All Gift shops shall conform to the restrictions stated in Section VI of the Operations Plan.
2. Sports Center - The Sports Center shall provide a variety of parts and accessories and a complete supply of required boat equipment, including adult and child PFDs, throwable devices, whistles and bells, fire extinguishers, orange flags, bailers and bilge pumps, and any other equipment necessary to legally outfit a boat.
3. Marina and General Stores
 - a. The purpose of the marina and general stores is to provide food and recreational equipment to supply visitors during their stays, including a complete variety of packaged and canned grocery items, fresh dairy products, fresh or frozen meat and produce, fishing licenses, fishing and camping gear, picnic supplies, ice, beverages, and sundries.
 - b. Dated foods may not be sold past the date marked.
 - c. Public restrooms shall be provided at the Marina Store and Trailer Village Store during operating hours.

D. Automobile Service Station

1. The station shall provide regular and unleaded gasoline, oil, lubricants, and other routine automobile products. Routine service and repair services shall be provided in a timely manner.
2. Full service prices may be charged if the station staff pumps gas, washes windows, offers to check oil levels, and checks tire pressures on request. Self service prices shall be charged if customers pump their own fuel. Self service pumps shall be available.
3. The station shall have a tow truck and operator available during normal hours of operation. When the Concessioner's tow truck is not available, the National Park Service will contact other towing companies to perform any work required.

E. Marina Services

1. Fuel docks
 - a. Gasoline, diesel, and pre-mix fuels and outboard oil and other lubricants shall be available.

- b. Operation shall comply with NFPA codes and SPCC Plan. A fire boat with an operational fire pump, fittings, and equipment shall be kept at the fuel dock. All fuel dock personnel shall be trained in boat fire suppression and in the use of the fire boat and other equipment.
2. Emergency Equipment - Chase boats shall be dispatched during daylight hours on request, weather permitting. The Concessioner may request a credit card number and authorization, but if that is not available, shall dispatch a chase boat nevertheless. Chase boats shall be underway within a reasonable time of receiving a request, in accordance with approved procedures.
3. Boat Repair
- a. The Concessioner shall provide staff, shops, equipment, and facilities for year round maintenance and repair of boats.
 - b. The boat repair staff shall be trained and equipped to repair and maintain outboard, inboard/outboard, and inboard engines and drive units.
 - c. Boat repair work shall be performed by qualified mechanics. A qualified mechanic is one who has had schooling in the type of work performed, or who can demonstrate at least two years work history in the type of work performed. Apprentices may be employed and may perform repair work if their work is overseen by a qualified mechanic.
 - d. Work orders shall be prepared immediately when customer agrees to have work done. Customers can leave boats for repair after signing a work order.
 - e. Hours of operation, staffing, and equipment shall be sufficient to enable shop to maximize use of available facilities.
 - f. A parts inventory shall be maintained that is sufficient to supply parts needed in 75% of routine cases. In cases in which parts are not in stock, shop will routinely be able to order and receive parts within three working days.
 - g. The quality of work shall be such that customers complain or bring their boats back for correction of the same problem in fewer than 10% of the cases (work orders).
 - h. The following boat repair services must be provided:

Boat Shop - A boat repair facility shall be provided and staffed that is sufficient to handle all routine boat repair, including major repairs of engines. Estimates are to be made upon customer presenting boat to repair staff; repairs are to be made upon customer signing a work order. Shop may dispatch mechanics to other locations to make initial assessments and estimates, and/or to perform repairs.

On the Water Service - A mechanic shall be available during normal shop hours to make initial assessments and estimates of boats at the marina while boats are in the water. Mechanic shall perform any repairs feasible while boats are in the water.

The Concessioner may establish and staff a site on the marina for this purpose or may dispatch from the boat shop on each request. If the latter is chosen, the mechanic's initial travel time between the shop and marina shall not be charged to the customer.

4. Boat Storage

- a. Boat slips, mooring buoys, and dry storage spaces shall be provided year round, seven days per week.
- b. The Concessioner's staff shall make a documented, physical check of all boats in storage facilities at least weekly and shall take actions necessary to safeguard stored boats.
- c. Security staff shall ensure security of space renter's property and shall be available to respond to problems in the storage area, including unauthorized uses.
- d. Access to storage spaces shall be limited to boat owners, their guests and agents, and marina and National Park Service employees on official business.
- e. Shuttle service to boats on the buoy field shall be provided during the above dock hours to boat owners, their guests or agents. The Concessioner may require identification of boat owners or written authorization of owner's guests and agents of unaccompanied by the owner.
- f. The security system for placement of boats in the dry storage "ready area" shall be adequate to prevent unauthorized persons from having boats placed there.
- g. It is the policy of the National Park Service that storage slips and mooring buoys shall be used of recreational purposes only. To that end, storage space

shall not be acquired or held by boat dealers for the propose of the sale of boats. Subletting of slips and buoys is not permitted, and only one boat shall be registered to each slip or buoy.

- h. Vacant slips are to be filled from waiting lists on a first-come, first-served basis. Storage slips and mooring buoys may transfer upon the sale of the vessel if, in the judgement of the marina management, no violations of regulation or policy occurred upon the sale of the boat.
 - i. Storage slips greater than 25' in length shall be equipped with shore power of at least 30 amperes and have individual water taps. Storage slips of less than 25' in length may have a mixture of shore power and convenience power. Water taps shall be reasonably accessible for cleaning purposes.
 - j. Residency on boats in storage facilities is prohibited. Residency is defined as a continual occupancy for more than 14 consecutive days or for more than 30 days in any year.
 - k. Boat owners are responsible for securing their boats to buoys and slips. The Concessioner is responsible for the condition of the slip and buoy tether lines. The Concessioner may enforce minimum standards for line and equipment used to secure the boat to its slip or buoy. Inadequate equipment may be replaced by marina staff at the customer's expense when necessary to adequately secure the boat.
5. Launch, Retrieval, and Hauling of Boats - The Concessioner shall provide staff, tractors, and other equipment necessary for launching, retrieving, and hauling boats within the marina area. The Concessioner is not required to have a trailer available for every boat needing launch or retrieval. The Concessioner may require boat owners to have an adequate trailer readily available to marina staff prior to renting a slip or buoy to them.

F. Boat Rentals

- 1. The Concessioner shall provide a full range of rental houseboats and powerboats year round at the marina, and adequate dock space and facilities to clean, repair, and load them. The Concessioner shall provide and maintain a sewage pump-out station for rental houseboats at the marina.
- 2. Rented boats requiring repair, fresh water, sewage pump-out, etc., may go to any of the marinas on Lake Powell for service.

3. A reservation system shall be used to book boats. A deposit may be required to hold a houseboat, refundable if written cancellation is received 45 days prior to boarding. A service fee may be charged on houseboat cancellations.
4. Each boat renter shall be given hands-on instruction in the operation of the boat and its equipment, in the "rules of the road", weather, and emergency information. In addition, a written instruction book shall be on board each rental boat.
5. All rental boats shall be equipped with a spare prop and with the tools required to change the prop.

G. Boat Tours

1. Boat tours shall be provided at Wahweap Marina year round. Charter tours shall be available on a reservation basis.
2. Tour operations shall comply with all applicable United States Coast Guard, state, and other regulations.
3. Tours shall be cancelled if weather conditions make boat travel unwise.
4. The Concessioner shall provide informational talks as part of every boat tour. The National Park Service will make resource materials and instruction in interpretation available at the Concessioner's request.
5. The Concessioner shall maintain a reservation system for boat tours. Tour groups shall not be booked so as to routinely deny boarding to walk-ins.
6. Tours need not be conducted with fewer than six paying passengers. A deposit of up to one half of the ticket price may be required to reserve space on a tour, but the deposit shall be fully refundable if cancellation is received 24 hours in advance of the scheduled departure.
7. The Concessioner shall maintain a passenger manifest for each tour which shall be kept in the boat tour office.

H. Trailer Village - R.V. Park

1. Long Term Trailer Village
 - a. Residents must comply with all applicable regulations, including those found in NPS-48 and in Title 36, Code of Federal Regulations relating to the management of the National Park System. Assuring employees comply with the regulations is the responsibility of the General Manager.

- b. Residency is restricted to employees of ARA Leisure Services, Inc. An exception exists for long term intermittents which have been grandfathered.

2. R.V. Park

- a. The Concessioner shall provide a recreational vehicle campground with hook-ups for power, potable water, and sewer. A picnic table will be supplied at each site. Dumpsters will be provided at appropriate locations.
- b. The following length of stay limits shall be strictly enforced:
 - May through September - 14 days
 - October through April - 1 month
- c. A reservation system shall be maintained for space rentals. A deposit of one night's rate may be required to reserve a space, refundable in full if cancellation is received 24 hours in advance.

3. Laundry/Shower Facilities - The Concessioner shall provide a coin-operated laundry facility and hot shower facility.

VI. Souvenirs and Crafts

- A. Souvenirs - The sale of souvenirs shall be limited to those items which serve the mission of the Service and are appropriate for public use and appropriate to the Recreation Area.

- B. Native Handcrafts - The sale of appropriate articles associated with or interpretive of the area is especially encouraged.

Archeological specimens or objects of American Indian origin over 100 years old shall not be sold regardless of their origin.

- C. Prohibited Items

The following are prohibited from sale within Glen Canyon National Recreation Area.

- 1. Articles which persons of normal sensitivity might consider obscene, suggestive, indecent, blasphemous, profane, vulgar, or in ridicule of established institutions or customs.
- 2. Articles which contain "gag" sayings or depict humor of an earthy nature.
- 3. Tawdry articles common to a carnival midway.
- 4. Animal skins or taxidermal specimens, or items containing animal parts.

5. Articles which are mislabeled as to character or origin, or otherwise misrepresented.
 6. Archeological specimens or objects of American Indian origin over 100 years old.
 7. Fossils or other earth products (such as petrified wood) whose origin is from public lands.
- D. Sales Outlets - The sale of souvenirs, handicrafts, and sundry items is limited to those locations necessary to serve the demand of the visitor. These sales locations and the extent of merchandise to be offered therein are subject to the approval of the Superintendent.

VII. Insurance

The Concessioner shall provide annually to the Superintendent documented evidence (Statement of Concessioner Insurance as well as Certificate of Insurance/Broker's Analysis) of at least the amount and type of insurance coverage provided in compliance with Concessions Management Guideline (NPS-48), Chapter 23, Insurance Program, pages 1 through 20, and of the concession contract.

VIII. Advertising

Prior to printing or release, all advertising materials must be submitted to the Superintendent in accordance with Concession Management Guideline (NPS-48), Chapter 33, Section E, Advertising. The Superintendent will determine that it is accurate, suitable, and in conformance with the administrative policies of the Service and will approve or disapprove it accordingly. All advertising shall contain the information that the facility is an "Authorized Concessioner of the National Park Service".

IX. Lost and Found

Each found item shall be tagged, using the standard National Park Service form, listing the item found, where found, when, and by whom. If an item is not claimed within thirty (30) days, it shall be turned over to the District Ranger or otherwise mailed or transmitted to the park in accordance with the park's lost and found policy. To the greatest extent possible, the Concessioner shall attempt to identify the owner of found property and return it.

X. Safety, Sanitation, and Security

- A. The Concessioner shall comply with the applicable requirements of the Service's Loss Control Guidelines, Requirements, and Responsibilities, the Occupational Safety and Health Act, and other Federal, State, and local safety codes, status, and standards. The Concessioner shall exercise precautions for the safety of all persons within its facilities at all times. The Service shall monitor the Concessioner's loss control program. The Service and the Concessioner shall be responsible for separately assuring that

respective property, equipment and related facilities are maintained in a safe condition at all times, and repaired as necessary or directed.

- B. The Service is responsible for visitor protection, emergencies involving public safety, civil disturbance and violations of regulations or law. Any injury sustained by a visitor or employee in a concession facility and/or all medical emergencies should be immediately reported to the District Ranger.
- C. Fire protection will be provided by the Service, and the Concessioner with primary responsibility lying with the Service. The Concessioner has primary responsibility to ensure that all buildings assigned to it within the designated area meet National Fire Code regulations and that fire detection and suppression equipment is in good operating condition at all times. It is also its responsibility to direct and report all structural fires immediately. The Concessioner shall provide employees for training in cooperation with the Service, for structural fire suppression.

XI. Concession Employees and Employment

- A. The Concessioner shall have a written Affirmative Action Plan to ensure equal employment opportunities and will adhere to the Department's labor standards and to all applicable Federal and state laws. A copy of this Affirmative Action Plan will be on file in the Division of Concession Management.

The Concessioner shall not employ in any status the spouse or minor children of the Superintendent, Assistant Superintendent, Loss Control Officer, Public Health Sanitarian or personnel of the Concessions Management Division. The Concessioner shall not employ in any status a Service employee, their spouse or minor children without prior written approval of the Superintendent.

- B. All employees dealing directly with the public shall wear uniforms or standardized clothing and name badges. Employees shall be neat and clean in appearance and meet standards set forth in the concession management policies.
- C. All employees, especially those dealing directly with the public, should receive, in addition to job related training, such training which includes information on local and Service history, driving regulations and cautions, things to do and see in the area, and functions of the Concessioner and the Service.

XII. Taxes and Assessment

The Concessioner will pay or cause to be paid all taxes and assessments levied or assessed upon the possession, use or occupancy of the premises. The Concessioner is liable for prompt payment of electrical, gas, refuse collection, telephone, sewage disposal, water or any other utility or

service, whether made by governmental authority, public or community service company.

XIII. Utilities

Utilities provided by the National Park Service are water and sewer. Rate structures are to be recomputed annually. A rate comparability study is to be done by the Service, and rates shall be based on both the study results and the preceding fiscal year's actual costs.

XIV. Complaints

Complaints or comments received by the Service regarding Concessioner facilities shall be sent to the Concessioner for investigation and response in a timely manner. A copy of the response shall be provided to the Superintendent. A copy of the Service's response will be forwarded to the Concessioner. The Concessioner shall provide the Service with a copy of its response to all visitor complaints related to its operation.

Dated at Page, Arizona this 6th day of December, 1989.

WAHWEAP LODGE AND MARINA, INC.

BY: [Signature]

NATIONAL PARK SERVICE

BY: [Signature]

Superintendent

TITLE: AREED MGR

DATE: 11/30/89



United States Department of the Interior

NATIONAL PARK SERVICE
WASHINGTON, D.C. 20240

Amendment #1

IN REPLY REFER TO:

C3823 OMO(C)

JUL 16 1973

Mr. A. H. Greone, Jr.
Vice President
Canyon Tours, Inc.
P. O. Box 1597
Page, Arizona 86040

Through: Director, Midwest Region
Superintendent, Glen Canyon

Dear Mr. Greone:

Subsection 1(b)(1) of the Canyon Tours, Inc., concession contract provides that the concessioner will undertake an improvement and building program of not less than \$2,013,500 as set forth in detail in Exhibit A to the contract. The approximate cost for each item in the program, and completion date therefor, running from December 31, 1968, through December 31, 1972, are specified in Exhibit A. The contract further provides that if the concessioner completes the improvement and building program and makes such facilities available for public use in compliance with subsection 1(b)(1), it shall be effective for the full term of 30 years.

Superintendent Johnson has advised us that the improvement program delineated in Exhibit A was substantially completed December 31, 1972, with the expenditure of approximately \$2,908,893. The Superintendent and the Director of the Region recommend that those items not completed be deferred or deleted as follows:

1. Deferred

a. 24 units at Lake Powell Motel until the National Park Service furnishes sewage facilities and the Development Concept plan is complete.

b. Wahweap Beach and Camp Store until the Lake level is stabilized and the Development Concept Plan is complete.

- c. Warehouse and maintenance building.
- d. Additional fuel storage.
- e. Store expansion at Rainbow Bridge.

2. Deleted

a. Fishing cabins because of insufficient demand. The public need is being satisfied in Page.

b. Dormitories and Managers' residences which are now available and in use elsewhere.

We concur in these recommendations. Accordingly, you are advised that, subject to audit, the improvements completed as of December 31, 1972, at an approximate cost of \$2,908,893, are hereby accepted as satisfying the contract construction commitment pursuant to subsection 1(b)(1), and Contract No. 14-10-9-900-159 is, therefore, for the full term of 30 years from January 1, 1969, except as it may otherwise be terminated as therein provided. While the construction commitment contained in Exhibit A has now been satisfied, we shall require you to be capable of undertaking the deferred improvement and construction program items listed above and such additional facilities as determined by the Secretary during the second five-year period of the contract in accordance with subsection 1(b)(4), provided that prior to the Secretary making a determination that a construction project will be necessary, the desirability of the project as well as the location, plans, and specifications thereof, will be reviewed in accordance with the provisions of the National Environmental Policy Act of 1969.

Please indicate your acceptance of the foregoing by signing the enclosed two copies of this letter and returning them to this Office through the Superintendent.

Sincerely yours,

(Sgt) Lawrence C. Hadley,

Director

Accepted this 31st day of July, 1973.

ATTEST:

CANYON TOURS, INC.

By Earl W. Johnson
Title Secretary Treasurer

By B. H. L. L. L. L.
Title President
Date 7-31-73



United States Department of the Interior

NATIONAL PARK SERVICE
WASHINGTON, D.C. 20240

Amendment # 2

IN REPLY REFER TO:

C3823 MZ

MAR 7 1975

Mr. A. H. Greene, Jr.
Canyon Tours, Inc.
P. O. Box 1597
Page, Arizona 86040

Through: ^{Acting} Regional Director, Rocky Mountain Region
Superintendent, Glen Canyon *TD Reynolds*

Dear Mr. Greene:

We have for approval a supplemental agreement dated November 1, 1974, between Canyon Tours, Inc., and Chevron Oil Company, doing business as Standard Oil Company of California, and an assignment by Canyon Tours, Inc., to Standard of its possessory interest in the improvements and facilities contained in Exhibit "A" of the supplemental agreement at Wahweap Site, Glen Canyon National Recreation Area, pursuant to Concession Contract No. 14-10-9-900-159, between this Service and Canyon Tours, Inc. We are advised that the equipment listed on Exhibit "A" of the supplemental agreement has now been installed under a land assignment to Canyon Tours, Inc., and is in operation.

Pursuant to the agreement dated March 17, 1964, (referred to as the "master agreement") Canyon Tours, Inc., constructed and operated certain facilities and services at the WahWeap Site with Standard participating in the construction and financing thereof. In addition, Canyon Tours' possessory interest under the then current Concession Contract No. 14-10-0100-1041, now expired, was assigned to Standard pursuant to an assignment document dated March 17, 1964.

Former Acting Assistant Director Flynn approved both documents on behalf of the Secretary in his letter to you under date of July 27, 1964.



Save Energy and You Serve America!

Since Canyon Tours has again requested Standard to furnish and install such facilities at Wahweap, as listed on Exhibit "A" to this supplemental agreement, the supplemental agreement was entered into by the parties to supplement the terms and provisions of the master agreement of March 17, 1964, with a corresponding assignment of Canyon Tours' possessory interest under Concession Contract No. 14-10-9-900-159.

Subject and subordinate to all reservations and provisions of Concession Contract No. 14-10-9-900-159, and further subject to acceptance by Canyon Tours, Inc., and Standard Oil Company of California of the conditions hereinafter set forth, approval is hereby given to the supplemental agreement and assignment of possessory interest.

1. Canyon Tours is in no way relieved of the obligation of completing the improvement and building program provided for in subsection 1(b)(1) of Concession Contract No. 14-10-9-900-159, as supplemented by former Assistant Director Hadley's letter of July 16, 1973, to you.
2. The right of Standard, pursuant to paragraph 17 of the master agreement (March 17, 1964) to enter upon the premises and to possess and operate the same in the event of default by Canyon Tours shall be subject to the prior approval of the Secretary and to all terms and conditions of Concession Contract No. 14-10-9-900-159, including the payment of any franchise fee which may be or become due and payable to the United States. Furthermore, such possession and operation by Standard of the premises shall be for an interim period pending the selection of a new concessioner by the Secretary.
3. The assignment document assigns to Standard all the concessioner's possessory interest in the facilities and lands upon which they are located. Since the concessioner has no possessory interest in lands assigned to it under the contract, no such interest can be assigned.
4. The Secretary reserves the right to final approval as to the plans and location of all buildings and improvements notwithstanding the land descriptions contained in the assignment.

Please have duly authorized corporate officers of Canyon Tours and Standard indicate acceptance of the foregoing conditions to approval of the supplemental agreement and assignment of possessory interest by manually signing the original and three copies and returning the original to this office through the Superintendent. The remaining copies are for Canyon Tours and Standard.

Sincerely yours,



Associate Director

The conditions and reservations noted herein are acceptable.

Canyon Tours, Inc.

Chevron Oil Company, doing
business as Standard Oil
Company of California

By _____

By _____

Title _____

Title _____

AMENDMENT NO. 3
CONCESSION CONTRACT NO. 14-10-9-900-159
CANYON TOURS, INC.
GLEN CANYON NATIONAL RECREATION AREA

THIS AGREEMENT made and entered into by and between the United States of America, acting in this behalf by the Secretary of the Interior, through the Director of the National Park Service, hereinafter referred to as the "Secretary," and Canyon Tours, Inc., a corporation organized and existing under the laws of the State of Arizona, hereinafter referred to as the "Concessioner":

W I T N E S S E T H:

THAT WHEREAS, the Secretary and the Concessioner entered into Concession Contract No. 14-10-9-900-159 on March 26, 1969, whereby the Concessioner is authorized to provide facilities and services for the public within Glen Canyon National Recreation Area, during the period January 1, 1969, through December 31, 1998; and

WHEREAS, the said concession contract has been amended by letters dated July 16, 1973, and March 7, 1975; and

WHEREAS, the said concession contract requires the Concessioner to submit an annual financial report and pay the franchise fee within sixty (60) days after the 31st day of December of each year; and

WHEREAS, the Concessioner desires to have extended the submission of the annual financial report and payment of the franchise fee; and

WHEREAS, the Secretary has determined that it is in the best interest to permit the Concessioner to report on this extended basis:

NOW, THEREFORE, in consideration of the foregoing, the parties hereto covenant and agree to and with each other that Concession Contract No. 14-10-9-900-159 is hereby amended, effective January 1, 1975, as follows:

1. Amend Section 7. Accounting Records and Reports, as follows:

Amend subsection (a) by deleting "sixty (60)" in line four and substitute in lieu thereof "ninety (90)".

2. Amend Section 9. Franchise Fee, as follows:

Amend subsection (a) by deleting "sixty (60)" in line two and substitute in lieu thereof "ninety (90)".

3. Amend Section 14. Approval of Subconcession Contracts, as follows:

Delete "60 days" in lines six and seven and substitute in lieu thereof "90 days".

IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names and affixed their seals.

Dated at Washington, D.C., this 23rd day of

January, 1976.

UNITED STATES OF AMERICA

Attest By Raymond L. Stearns
Associate Director, National Park Service

ATTEST:

CANYON TOURS, INC.

By Dorothy S. Brundage
Title Office Manager

By Edward Johnson
Title Secretary-Treasurer
Date January 2 - 1976

AMENDMENT NO. 4
CONCESSION CONTRACT NO. 14-10-9-900-159
CANYON TOURS, INC.
GLEN CANYON NATIONAL RECREATION AREA

THIS AGREEMENT made and entered into by and between the United States of America, acting in this behalf by the Secretary of the Interior, through the Regional Director of the National Park Service, hereinafter referred to as the "Secretary," and Canyon Tours, Inc., a corporation organized and existing under the laws of the State of Arizona, hereinafter referred to as the "Concessioner":

W I T N E S S E T H:

THAT WHEREAS, the Secretary and the Concessioner entered into Concession Contract No. 14-10-9-900-159 on March 26, 1969, whereby the Concessioner is authorized to provide facilities and services for the public within Glen Canyon National Recreation Area, during the period January 1, 1969, through December 31, 1998; and

WHEREAS, the said Concession Contract has been amended by letters dated July 16, 1973, and March 7, 1975; and by amendment No. 3 dated January 23, 1976; and

WHEREAS, the Concessioner desires to expand the visitor facilities at the Wahweap developed area to accommodate existing and expected demand; and

WHEREAS, the Concessioner's expansion proposal necessitates the construction of additional utilities and parking to the existing Government improvement for which funds have not been appropriated; and

WHEREAS, the Concessioner is willing to construct the additional utilities and parking with the understanding that these assets will be purchased if funds are to be appropriated in the future for that purpose; and

WHEREAS, the Secretary has determined that it is in the public interest to move the services and facilities presently at the Rainbow Bridge Landing site to the Dangling Rope site.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto covenant and agree to and with each other that Concession Contract

No. 14-10-9-900-159 is amended, effective upon execution by the United States, as follows:

1. The Concessioner shall be authorized to undertake a development program, as generally depicted on drawing number 608-80, 043, Rocky Mountain Region and dated June 14, 1982, and attached hereto as Exhibit A, comprised of improvements to Concessioner's Improvements defined in Section 5(a) of the concession contract and of Improvements to Government Improvements defined in Section 4(d) of the concession contract and of additional equipment as follows:

Improvement to Concessioner Improvements

Construct approximately 225 new lodging units, provided that the total number of lodging units operated under this contract shall not exceed 375 units;

Expand and remodel the existing kitchen and lounge, gift shop, tour boat assembly area and tour boat docking facilities;

Remodel exterior of existing lodging units;

Construct a new cafeteria and meeting rooms to be added to the existing lodge building;

Construct a new swimming pool;

Obliterate the existing tennis court and construct a new one of the same size in another location;

Expand and remodel the existing laundry and shower building in the Trailer Village;

Convert the existing marina sales building to a fast food facility by remodeling and equipping it as reasonably required for such purpose and add administrative offices;

Convert the existing boat repair building to a marina sales and repair facility remodeling and equipping it as reasonably required for such purpose;

Construct a new warehouse maintenance building adjacent to the present dry boat storage and move the existing commercial laundry

function in the lodging units to the warehouse;

Construct additional dry boat storage facilities, provided that the total number of dry boat storage spaces operated under this contract shall not exceed 500 spaces;

Construct approximately 50 new mooring buoys provided that the total number of buoys operated under this contract shall not exceed 150 buoys; and

Provide for additional employee housing as necessitated by the foregoing improvements.

Improvements to Government Improvements

Obliterate the existing lodge parking as necessary and construct new parking largely on the same site for at least 370 single automobile spaces and 9 bus spaces;

Obliterate existing substandard sewage lagoons covering an area of approximately three acres and construct new sewage lagoons covering an area of approximately 6.3 acres;

Construct sewerage collection facilities near the lodging area;

Construct a new water storage tank with a capacity of 500,000 gallons;

Construct approximately 5,000 feet of eight inch water lines;

Construct as needed collection and distribution lines for the water and sewerage systems; and

Provide for increased capacity of the water well.

Additional Equipment

Provide approximately 6 new tour boats (15 passenger or greater capacity), provided that the total number of tour boats made available to the public under this contract shall not exceed 16.

2. The concessioner may begin the development program identified in paragraph number 1 above at any time upon giving written notice to the Secretary and may schedule the improvement projects contained in the development program by giving advance written notice of such schedule, provided that the improvements to Government improvements are completed prior to or at the same date as improvements to concessioner's improvements (excluding the fast food facility, the marina sales facility and the new warehouse), so that the concessioner's additional lodging and major food service facilities are not made available to the public before the supporting utilities and parking are completed and functioning to the satisfaction of the Secretary. Such satisfaction will be evidenced by written acceptance of improvement projects by the Secretary.

3. The concessioner will be responsible for preparing plans and specifications for all projects of the development program at its cost, subject to the written approval of the Secretary as specified in Section 4(b) of the concession contract.

4. Notwithstanding Section 4(d) of the concessions contract, the concessioner shall have a possessory interest in the improvements to Government improvements made pursuant to paragraph number 1 hereof. In the event that such possessory interest is acquired by the Government or a successor concessioner at any time the concessioner will be compensated for such possessory interest pursuant to Section 12 of the concessions contract.

5. Notwithstanding Section 4(e) of the concession contract, the Secretary reserves the right to occupy and use the improvements, to Government improvements identified under paragraph 1 of this amendment.

6. Notwithstanding Section 4(f) of the concession contract, the Secretary will provide all necessary maintenance and repairs to the improvements to Government improvements identified under paragraph 1 of this amendment subject to the availability of appropriated funds.

7. When directed to do so by the Secretary, the concessioner will allow its services and facilities presently at the Rainbow Bridge Landing site to be moved to the Dangling Rope site and simultaneously with the move the authorization in Section 2(a) of the concession contract to provide services and facilities at the Rainbow Bridge Landing site will be transferred to the Dangling Rope site. Effective on the date of the move of services and facilities to Dangling Rope site, Section 16, subsections (a) and (b) of the concession contract are deleted and new subsections as follows are substitute in lieu thereof:

SEC. 16. Preferential Right. (a) The Concessioner is granted a preferential right, not an exclusive or monopolistic right, to provide public accommodations, facilities, and services of the character authorized hereunder in the Wahweap site of Glen Canyon National Recreation Area as delineated on the attached drawing identified as Exhibit C, except for

such portion or portions of the site as may now or hereafter be retained or required by the Bureau of Reclamation for its administration, operation, and maintenance of the Glen Canyon Dam and appurtenances thereto, and at the Dangling Rope site of Glen Canyon National Recreation Area as delineated on the attached drawing identified as Exhibit D. Nothing in this subsection, however, shall be construed to prohibit or exclude from the Wahweap or Dangling Rope sites any public carrier operating over established land or air routes or any boat from stopping at, operating in, or passing through, any portion of the Wahweap or Dangling Rope sites as delineated on the aforementioned Exhibits C and D. No such public carrier or boat operator may solicit patronage or conduct any business within the said sites.

(b) The Secretary will request the concessioner to provide such new or additional accommodations, facilities, or services, of the same character within the Wahweap and/or Dangling Rope sites as the Secretary may consider necessary or desirable for the accommodation and convenience of the public. If the concessioner declines or fails within thirty (30) days to agree to the request or demand of the Secretary, and, within a reasonable time thereafter, to arrange in a manner satisfactory to the Secretary to provide such new or additional facilities, then the Secretary may, in his discretion, authorize others to provide such accommodations, facilities, or services, upon terms and conditions substantially equivalent to those offered or allowed to the concessioner.

IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names and affixed their seals.

UNITED STATES OF AMERICA

By Lorraine Mintzmyer
Regional Director, Rocky Mountain Region

Date October 8, 1982

ATTEST:

CANYON TOURS, INC.

By Cynthia L. Robinson

By David B. Johnson

Date 10/6/82

Title President

Date 10/6/82

C3823 (RMR-MC)

Mr. Al Earley
Del Webb Recrsational Properties, Inc.
2231 E. Camelback Road
Phoenix, AZ 85016


Dear Mr. Earley:

Enclosed is an original executed copy of amendment #5 to concessions contract CC-GLCA003-69 Wahweap Lodge & Marina for your records. We confirm that exhibits "C" and "D" of this contract have not been modified by this amendment.

We concur with your request to commence monthly payments of franchise fees for both the Wahweap and Uplake contracts January 1, 1989.

Sincerely,

(Sgd) Homer L. Rouse

 Regional Director
Rocky Mountain Region

Enclosure

bcc:
RMR-MC (Wahweap File Auth.)
Supt., GLCA
WASO-680

REverhart:mm 10/6/88:969-2664

Glen Canyon NRA
RECEIVED

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SO	10/17	PO
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Amendment No. 5

Concession Contract No. CC-GLCA003-69
Wahweap Lodge & Marina, Incorporated
Glen Canyon National Recreation Area

THIS AGREEMENT made and entered into by and between the United States of America, acting in this behalf by the Secretary of the Interior, through the Regional Director of the National Park Service, hereinafter referred to as the "Secretary", and Wahweap Lodge and Marina, Incorporated, a corporation organized and existing under the laws of the State of Arizona, hereinafter referred to as the "Concessioner":

W I T N E S S E T H :

THAT WHEREAS, the Secretary and the Concessioner entered into Concession Contract number CC-GLCA003-69 on March 26, 1969, whereby the Concessioner is authorized to provide facilities and services for the public within Glen Canyon National Recreation Area, during the period January 1, 1969, through December 31, 1998; and

WHEREAS, the said Concession Contract has been amended by letters dated July 16, 1973, and March 7, 1975, and by Amendment No. 3 dated January 23, 1976, and by Amendment No. 4 date October 8, 1982; and

WHEREAS, the Secretary has completed a development concept plan for the Wahweap developed area and desires to implement the plan; and

WHEREAS, portions of the development plan require substantial investment of capital by the Concessioner; and

WHEREAS, various acts of Congress and policies of the Secretary require adjustment of the Contract.

NOW, THEREFORE, in consideration of the foregoing the parties hereto covenant and agree to and with each other that Concession Contract number CC-GLCA003-69 is hereby amended, effective upon execution by the United States, as follows:

ADD TO SECTION 1(b)(2), TERM OF CONTRACT, THE FOLLOWING:

The Concessioner shall be authorized to undertake a development program, as generally described by the Wahweap Development Concept Plan approved June 17, 1983, and the Stateline Comprehensive Design

and specifically including but not limited to the following elements:

- Relocate or construct boat rental docks and tour boat docks and associated facilities to the Stateline area to accommodate the rental boat expansion.
- Construct additional mooring buoy and boat slips on the existing marina structure so that the total number available shall not exceed 1050. Provide associated courtesy and repair docks.
- Construct boat rental office and parking facilities at the Stateline location.
- Construct boat repair facility, including a public repair yard, at the Stateline location and phase out existing land-based facility at Wahweap.
- Construct general store with gasoline pumps and associated parking facilities at the Stateline location.
- Construct a fast food restaurant at the Stateline location.
- Construct boat fueling and boat rental pump-out facility at the Stateline location.
- Construct employee housing units as necessitated by and in conjunction with the Stateline expansion; phase out long term trailer units and replace with permanent single family housing.
- Remove existing boat repair yard. Construct marina parking lot on restored sites.
- Provide tour boats of 15 passenger or greater capacity, except that the total number of such boats shall not exceed 20.
- Provide additional rental houseboats, except that the total number available shall not exceed 175.
- Provide additional rental boats of 26' and less, except that the total number of such boats shall not exceed 150.
- Provide shower/laundry facility

The Secretary and the Concessioner agree that the development

authorized by this amendment be phased, beginning upon execution of this amendment with completion by December 31, 1993 of all Stateline facilities, and December 31, 1997 for all Wahweap facilities. The Concessioner shall implement the phases envisioned under the Stateline Comprehensive Design when the Secretary is satisfied that the following conditions have been met:

(a) A demonstrated need for the facility exists. A market analysis and economic feasibility study will normally be required for all commercial facilities, and should normally be submitted with project conceptual designs.

(b) The Secretary must be satisfied that adequate support services; such as fire suppression, law enforcement, medical services, informational services, infrastructure maintenance, and mitigation of development impacts on Area resources, have been adequately provided by the Secretary, Concessioner, or from other sources.

(c) The Secretary must be satisfied that adequate infrastructure, in the manner of roads, parking lots, and utility services, have been provided by the Secretary, Concessioner, or from other sources.

(d) That the additional facility will not exceed the visitor use limits established by the Lake Powell Carrying Capacity Study, as amended.

ADD TO SECTION 1(b)(3), INFRASTRUCTURE DEVELOPMENT PROGRAM, THE FOLLOWING:

(a) The Concessioner shall undertake the design, construction, and rehabilitation of selected infrastructure and improvements which directly support concession activities. Funds shall be provided from an account created for this purpose called the "Set-Aside Account." Improvements constructed under this program are neither "Government Improvements" nor "Concessioner Improvements" as defined by Sections 4 and 5 of this Contract, respectively.

(b) The Set-Aside Account will be established by the Concessioner as an interest-bearing account in a federally insured financial institution. The funds from the Set-Aside Account (the "Funds") may be managed by the Concessioner to maximize interest so long as the Funds are kept separately and secure from other Concessioner's funds. The Concessioner agrees to collect and deposit in the Set-Aside Account by the 10th day of each month five percent (5%) of the monthly gross operating revenues calculated according to a pre-determined formula as follows.

Gross operating revenues will be determined by Section 9(b)(1) hereof.

Formula for Calculation of
Monthly Transfer to Construction
Set-Aside Account

1. Amount to be Transferred Due to Set-Aside Rate Increase

$$(A - B) / (1 + C) = D$$

$$\text{Then } (A - B) - D = E$$

2. Amount to be Transferred Due to Concessioner Contribution

$$(A - B - E) \times .005 = F$$

A = Monthly Revenue

B = Monthly Bad Debt Write-Offs

C = Percentage Rate Increase Due to Set-Aside

D = Adjusted Revenue

E = Amount to be Transferred

F = Concessioner Contribution

(c) Construction or rehabilitation projects will be developed by the Secretary after consultation with the Concessioner. The status of such projects and funding thereafter will be reviewed at least annually by the Secretary and the Concessioner.

The Concessioner agrees that expenditures from the Set-Aside Account will be for projects within Glen Canyon National Recreation Area (the "Project") which will be described and authorized in writing by the Secretary. Once written authorization for a project has been given, individual invoices for work on the Project submitted to the Concessioner may be paid without further written authorization.

(d) The Secretary shall authorize the construction and rehabilitation of infrastructure and improvements under this program by means of Special Use Permits. The Secretary shall charge the Concessioner for unprogrammed expenses incurred as a result of the permitted activity and not so as to exceed five percent (5%) total Set-Aside Account expenditures. The Concessioner shall draw solely against the Set-Aside Account as authorized to pay these expenses.

(e) Design, architectural, and engineering contracts will be approved by the Secretary and expended against the Set-Aside Account. Overhead expenses incurred by the Concessioner on projects may be charged not to exceed ten percent (10%) of total Set-Aside Account expenditures. The Concessioner may draw against the Set-Aside Account as authorized to pay design and overhead expenses.

(f) The Concessioner may advance funds beyond those accumulated in the Set-Aside Account for the construction of specifically authorized projects. In this event, the Concessioner is authorized to draw against Set-Aside Funds to repay the principle amount of Concessioner's funds so advanced.

(g) The Concessioner shall not acquire a possessory interest in improvements constructed pursuant to this Section or otherwise obtain any compensable interest in such improvements. In the event it is determined under law that the Concessioner does acquire a possessory interest in such improvements, just compensation is hereby agreed by the parties to be zero (0) dollars.

(h) The Concessioner agrees to maintain such records and reports as necessary to account for transactions of the Set-Aside Account. The Account will be subject to audit pursuant to the Concession Contract.

(i) Unless specifically directed otherwise by the Secretary of Interior, the Director of the National Park Service and the Concessioner agree that no changes will be made to the provisions of this Section for the first five years it is in effect. After the first five years either party may propose to renegotiate these provisions. Should significant differences remain after a reasonable period of time, and good faith efforts by both parties failed to resolve those differences, then the respective obligations of the parties under this Section may be terminated by the Secretary by giving ninety (90) days written notice. Such termination will become effective so that projects funded from the Set-Aside Account are completed and the Set-Aside Account is left with a balance of zero (0) dollars. Should there be insufficient funds in the Set-Aside Account at termination to repay the Concessioner for advances made pursuant to Subsection 1(b)(3)(f), the Concessioner will continue to collect Set-Aside Funds to repay the principle amount of funds advanced.

AMEND SECTION 2, ACCOMMODATIONS, FACILITIES, AND SERVICES
AUTHORIZED, AS FOLLOWS:

(a) The Secretary requires and hereby authorizes the Concessioner during the term of this Contract to provide the following accommodations, facilities, and services for the public within Glen Canyon National Recreation Area. The Concessioner

shall hold a preferential right to these services pursuant to Section 2(d).

WAHWEAP

- Overnight lodging accommodations up to 350 lodge units at Wahweap Lodge and 24 units at Lake Powell Motel.
- Food and beverage service.
- Marina slips and mooring buoys for boat storage up to 1050 spaces.
- Dry boat storage up to 500 units, including boat launch and retrieval.
- Boat repair facilities.
- Boat repair yard for use by the public.
- Houseboat rentals up to 175 houseboats.
- Small boat rentals (less than 26 feet) for up to 150 boats.
- Interpretive and scenic boat tours.
- Overnight boat charters, when determined to be necessary by the Secretary.
- Automobile service station, including vehicle repair services and automobile towing originating and terminating within the area of preferential right.
- Recreational vehicle campground with utility hook-ups up to 120 sites.
- Public laundry and shower facility.
- Grocery, gift, and merchandise sales.
- Boat accessory and part sales.
- Marina fuel facilities.
- Boat towing and chase boats.
- Public campgrounds under such terms and conditions as may be prescribed by the Secretary.
- Land transportation and shuttle services originating and

terminating within the area of preferential right.

- Boat sewage pump out stations, to be provided at such time as new fuel docks are constructed.

DANGLING ROPE

- A snack bar to provide limited food and beverage service.
- Boat repair facilities.
- Boat towing and chase boats.
- Grocery, gift, and merchandise sales.
- Marine fuel facilities.

The Concessioner may provide service incidental to the operations authorized above at the request of the Secretary.

(b) The Secretary further authorizes, but does not require, the following accommodations, facilities, and services. The Concessioner will not hold a preferential right to these services pursuant to Section 2(d):

WAHWEAP

- Incidental boat repair not requiring facilities, including hull and structural repair if performed in an authorized location.
- Boat launch and retrieval originating or terminating outside the area of preferential right.
- Marine salvage outside of the designated anchorage area.
- Fishing guide services.
- Boat cleaning and caretaking services for boats in authorized storage facilities, including painting, waxing, and other "detail" work.
- Automobile towing originating or terminating outside the area of preferential right.

(c) The Secretary reserves the right to determine and control the nature, type, and quality of the merchandise and service described herein as authorized and required to be sold or furnished

by the Concessioner within the Area. Operations under this Contract and the administration thereof by the Secretary shall be subject to the laws of Congress governing the area, rules, regulations, and policies promulgated, including but not limited to United States Public Health Service requirements. Concessioners must also comply with current applicable criteria promulgated by the United States Department of Labor's Occupational Safety and Health Act of 1970 (OSHA) and those provisions outlined in the National Park Service's Safety and Occupational Health Policy associated with visitor safety and health.

AMEND SECTION 3, PLANT, PERSONNEL, AND RATES, AS FOLLOWS:

Add to Section 3(a) the following:

The Operating Plan generally describes the operations of the accommodations, facilities, and services at a level the Secretary deems satisfactory. The Operating Plan will be reviewed with the Concessioner at least annually and amended as necessary by the Area Superintendent.

Add to Section 3(b)(2) the following:

The Secretary recognizes that the Infrastructure Development Program described in Section 1(b)(3) is a cost to the Concessioner and offers the public generally improved service. Thus, the Infrastructure Development Program is a significant factor relating to rates and charges to the public for the Concessioner's accommodations, facilities, and services, and will be recognized in the approval by the Secretary of the Concessioner's Schedule of Rates.

Add a new Subsection, 3(b)(3), as follows:

The Concessioner shall require its employees to observe a strict impartiality as to rates and services in all circumstances. The Concessioner may, subject to the prior approval of the Secretary, grant complimentary or reduced rates under such circumstances as are customary in businesses of the character hereunder. The Concessioner will provide Federal employees conducting official business reduced rates for lodging, essential transportation, and other specified services in accordance with procedures established by the Secretary.

AMEND SECTION 6, UTILITIES, SUBSECTION (a), AS FOLLOWS:

(a) Rates for utility services furnished to concessioners by the National Park Service shall be based on operating costs (not

including existing capital investments) or comparability, whichever is greater. Concessioners may be permitted to pass through to park visitors those costs which exceed comparability.

AMEND SECTION 9, FRANCHISE FEES, SUBSECTION (a), AS FOLLOWS:

(a) For the term of this contract, the Concessioner shall pay to the Secretary for the privileges granted herein as follows:

(1) An annual fee for the use of any Government Improvements utilized by the Concessioner hereunder, if any. Such fee and assigned Government buildings to be as set forth in Exhibit "B" hereto, but in no event shall the fee exceed the fair annual value of such Government Improvements as determined by the Secretary.

(2) In addition to the foregoing, a further sum equal to two and one-quarter percent (2-1/4%) of the Concessioner's gross receipts, as herein defined, for the preceding year.

(3) The franchise fee shall be due on a monthly basis in a manner that payment shall be received by the Secretary within 15 days after the last day of each month that the Concessioner operates. Such monthly payment shall include the annual use fee for assigned Government Improvements, as set forth in Exhibit "B" hereto, divided by the expected number of operating months, as well as the specified percentage of gross receipts for the preceding month. The payment of any additional amounts due at the end of the operating year as a result of adjustments shall be paid at the time of submission of the Annual Financial Report. Overpayments shall be offset against the following year's franchise fees due. All franchise fee payments consisting of \$10,000 or more, shall be deposited electronically by the Concessioner using the Treasury Financial Communications System.

(4) An interest charge will be assessed on overdue amounts for each 30 day period, or portion thereof, that payment is delayed. The percent of interest charged will be based on the current value of funds to the United States Treasury which is published quarterly in the Treasury Fiscal Requirements Manual.

(b) (1) The term "gross receipts," as used herein, shall be construed to mean the total amount received or realized, or accruing to the Concessioner from all sales for cash or credit, of services, accommodations, materials, and other merchandise made pursuant to the rights granted in this contract, including total gross receipts of subconcessioners as hereinafter defined and commissions earned on contracts and agreements with other persons or companies operating in the area, and excluding gross receipts from the sale of genuine United States Indian and native handcraft,

Set-Aside account payments, intracompany earnings on account of charges to other departments of the operation (such as laundry), charges for employee meals, lodging, and transportation, cash discounts on purchases, cash discounts on sales, returned sales and allowances, interest on money loaned in bank accounts, income from investments, income from subsidiary companies outside of the area, sale of property other than that purchased in the regular course of business for the purpose of resale, and sales and excise taxes that are added as separate charges to approved sales prices, gasoline taxes, fishing license fees, and postage stamps, provided that the amount excluded shall not exceed the amount actually due or paid Governmental agencies, and amounts received as a result of an add-on to recover utility costs above comparable utility charges. All monies paid into coin operated devices, except telephones, whether provided by the Concessioner or by others, shall be included in gross receipts. However, only revenues actually received by the Concessioner from coin operated telephones shall be included in gross receipts.

(2) The term "gross receipts of subconcessioners" as used in subsection (b)(1) of this section shall be construed to mean the total amount received or realized by, or accruing to, subconcessioners from all sources as a result of the exercise of rights conferred by subconcession contracts hereunder without allowances, exclusions, or deductions of any kind or nature whatsoever and the subconcessioner shall report the full amount of all such receipts to the Concessioner within 45 days after the 31st day of December of each year. The subconcessioner shall maintain an accurate and complete record of all items listed in subsection (d)(1) of this section as exclusions from the Concessioner's gross receipts and shall report the same to the Concessioner with the gross receipts. The Concessioner shall be entitled to exclude items listed in subsection (d)(1) in computing the franchise fee payable to the Secretary as provided for in subsection (a) hereof.

(c) (1) Within sixty (60) days after the end the 5th, 10th, 15th, 20th, and 25th years of this contract, at the instance of either party hereto, the amount and character of the franchise fee provided for in subsection (a) of this section may be reconsidered and such franchise fee provisions inserted in lieu thereof as may be agreed upon between the parties hereto in a written supplemental agreement.

AMEND SECTION 12, COMPENSATION, BY ADDING A NEW SUBSECTION (c), AS FOLLOWS:

(c) With respect to all improvements constructed under the authorization of this amendment, and all improvements made by the Concessioner after the execution of this amendment by the Government, the compensation described below shall constitute full

and just compensation to the Concessioner from the Secretary for all losses and claims occasioned by the following circumstances.

(1) Contract expiration or termination where operations are to be continued: If, for any reason, including contract expiration or termination as described herein, and subject to the limitation on compensation for possessory interest contained in subsection (d) hereof, the Concessioner shall cease to be required by the Secretary to conduct the operations authorized hereunder, or substantial part thereof, at the time of such event the Secretary intends for substantially the same or similar operations to be continued by a successor, whether a private person, corporation, or agency of the Government, (i) the Concessioner will sell and transfer to the successor determined by the Secretary its possessory interest in Concessioner or Government Improvements, if any, as defined under this Contract, and all other property of the Concessioner used or held for use in connection with such operations; and (ii) the Secretary will require such successor, as a condition to the granting of a contract to operate, to purchase from the Concessioner such possessory interests, if any, and such other property, and to pay the Concessioner the fair value thereof. The fair value of any possessory interest in Government Improvements shall be book value as described in Section 12(c)(2) hereof. In the event that such possessory interest in Government Improvements is acquired by a successor, the successor will not be permitted to revalue such possessory interest. The fair value of possessory interest in Concessioner's Improvements shall be deemed to be the sound value of the improvement to which it relates at the time of transfer of such possessory interest, without regard to the term or other benefits of the Contract. The sound value of any structure, fixture, or improvement shall be determined upon the basis of reconstruction cost less depreciation evidenced by its condition and prospective serviceability in comparison with a new unit of like kind, but not to exceed fair market value. The fair value of merchandise and supplies shall be replacement cost, including transportation. The fair value of equipment shall be replacement cost less depreciation and obsolescence. If the Concessioner and the successor, excepting Government agencies, cannot agree upon the fair value of any item or items, either party may serve a request for arbitration upon the other party, and the fair value of the item or items in question shall be determined by the majority vote of a Board of three arbitrators, selected as follows: each party shall name one member of such Board and the two members so named shall elect the third member. If either party fails to appoint an arbitrator within 15 days after the other shall have appointed an arbitrator and served written notice, including the name and address of the arbitrator appointed, upon the other party, then the American Arbitration Association shall be requested by the Secretary to appoint an arbitrator to represent the party failing to make the appointment. The costs and expenses of the arbitrator appointed by the American Arbitration Association to represent the party failing to make the appointment shall be paid

for by that party. The two arbitrators so named shall select the third member. If the third member is not selected within 15 days after the appointment of the latter of the two other arbitrators, the American Arbitration Association shall be requested by the Secretary to appoint the third arbitrator. In requesting that the American Arbitration Association appoint an arbitrator in the situations discussed above, the Secretary shall request that the person or persons appointed shall be impartial and specifically qualified in commercial and real estate appraisal. The fair value determined by the Board of Arbitrators shall be binding on the parties. The compensation and expenses of the third member shall be paid by the Concessioner and one-half of the amount so paid shall be added to the purchase price. Before reaching its decision, the Board shall give each of the parties a fair and full opportunity to be heard on the matter in dispute. If the successor is a Government agency and there is a dispute as to the fair value of any possessory interest, or other item, an advisory arbitration panel will be established at the request of the Concessioner (one member to be selected by the Secretary, one by the Concessioner, and the third by agreement of the original two) for the purpose of recommending to the Secretary an appropriate fair value. The Secretary and the Concessioner shall share equally the expense of such advisory arbitration. The written decision of the Secretary as to such fair value will be final and binding upon all parties.

(2) Contract expiration or termination where operations are to be discontinued: If, for any reason, including contract expiration or termination as described herein, the Concessioner shall cease to be required by the Secretary to conduct the operations authorized hereunder, or substantial part thereof, and the Secretary at the time chooses to discontinue such operations, of substantial part thereof within the area, and/or to abandon, remove, or demolish any of the Concessioner's Improvements, if any, then the Secretary will take such action as may be necessary to assure the Concessioner of compensation for (i) its possessory interest in Concessioner Improvements, and Government Improvements, if any, in the amount of their book value (unrecovered cost as shown in Federal Income Tax returns); (ii) the cost to the Concessioner of restoring any assigned land to a natural condition, including removal or demolition (less salvage), if required by the Secretary; and (iii) the cost of transporting to a reasonable market for sale such movable property of the Concessioner as may be made useless by such determination. Any such property that has not been removed by the Concessioner within a reasonable time following such determination shall become property of the United States without compensation therefor.

(3) Contract termination for default for unsatisfactory performance where operations are to be continued: Notwithstanding any provision of this Contract to the contrary, in the event of termination of this Contract for default for failure to maintain and operate the required accommodations, facilities, and services

to the satisfaction of the Secretary in accordance with the Secretary's requirements hereunder, compensation for the Concessioner's possessory interest in Concessioner's Improvements, if any, shall be at book value as described in Subsection 12(c)(2) herein.

(4) Other compensation: In the event of termination of this Contract or portions thereof, for the purpose of protecting visitors or area resources, the Concessioner may be compensated (in addition to the applicable compensation described in Subsections (c)(1) or (c)(2) above) for such costs as the Secretary, in his discretion, considers necessary to compensate the Concessioner for actual losses occasioned by such termination including, but not limited to, and as the needs appear, cost of relocating from one building to another building, reasonable severance pay to employees that may be affected, penalties for early loan repayments, and reasonable overhead expenses required by such termination, but, not for lost profit or other anticipated gain from the operations authorized hereunder or anticipated sale or assignment of the Concessioner's assets, including this Contract or any of its benefits.

AMEND SECTION 16, PREFERENTIAL RIGHTS, AS FOLLOWS:

(a) During the term hereof and subject to satisfactory performance hereunder, the Concessioner is granted a right of first refusal to provide concession accommodations, facilities, and services of the same character as required by Section 2(a) as amended in the Wahweap Developed Area as delineated by Exhibit "C", and the Dangling Rope Developed Area as delineated by Exhibit "D". Nothing contained in this Section or elsewhere in this Contract shall be construed as prohibiting or curtailing operations conducted in the area by other concessioners now authorized by the Secretary to provide services therein for the public, including successors or assigns of such concessioners, when approved by the Secretary. If the Concessioner doubts the necessity, desirability, timeliness, reasonableness, or practicability of such new or additional facilities, accommodations, or services and/or declines or fails within a reasonable time to comply with the designation of the Secretary, then the Secretary in his discretion may authorize others under substantially the same terms and conditions to provide such designated accommodations, facilities, or services. This right of first refusal does not apply to concession operations in connection with lands hereafter acquired which expand the existing boundary of the area. Nothing contained in this Section or elsewhere in this Contract shall be construed as prohibiting or curtailing operations conducted in the area by other concessioners now authorized by the Secretary to provide accommodations therein for the public, including the successors or assigns of such concessioners, when approved by the Secretary.

AMEND SECTION 18, INSURANCE AND INDEMNITY, AS FOLLOWS:

(a) General: The Concessioner shall save, hold harmless, defend, and indemnify the United States of America, its agents and employees for losses, damages, or judgments and expenses on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage, of any nature whatsoever, and by whomsoever made, arising out of the activities of the Concessioner, him employees, sub-contractors or agents under the contract. The types and amounts of insurance coverage purchased by the Concessioner shall be approved by the Secretary.

At the request of the Secretary, the Concessioner shall, annually, or at the time insurance is purchased, provide the Secretary with a Statement of Insurance and Certificates of Insurance as evidence of compliance with this Section and shall provide the Secretary thirty (30) days advance written notice of any material change in the Concessioner's insurance program hereunder.

The Secretary will not be responsible for any omissions or inadequacies of insurance coverages and amounts in the event the insurance purchased by the Concessioner proves to be inadequate or otherwise insufficient for any reason whatsoever.

(b) Property Insurance: The Concessioner will, in the event of damage or destruction, repair or replace those buildings, structures, equipment, furnishings, betterments and improvements and merchandise determined by the Secretary to be necessary to satisfactorily discharge the Concessioner's Obligations under this contract and for this purpose shall provide fire and extended insurance coverage on both Concessioner Improvements and assigned Government Improvements in such amounts as the Secretary may require during the term of this Contract.

Such insurance shall provide for the Concessioner and the United States of America to be named insureds as their interest may appear. In the event of loss, the Concessioner shall use all proceeds of such insurance to repair, rebuild, restore, or replace Concessioner and Government Improvements, equipment, furnishings, and other personal property hereunder, as directed by the Secretary. The lien provision of Section 10 shall apply to such insurance proceeds.

The Concessioner shall purchase the following additional property coverages at replacement cost:

- (1) BOILER AND MACHINERY

- (2) SPRINKLER LEAKAGE
- (3) BUILDER'S RISK
- (4) HULL
- (5) EXTENSION-OF-COVERAGE ENDORSEMENT

(c) Additional Property Damage Requirements - Government Improvements, Property, and Equipment: The following additional requirements shall apply to structures, all or any part of which are "Government Improvements" as defined in Section 4(b):

(1) The insurance policy shall obtain a loss payable clause approved by the Secretary which requires insurance proceeds to be paid directly to the Concessioner without requiring endorsement by the United States.

(2) The use of insurance proceeds for repair or replacement of Government structures will not alter their character as Government structures and the Concessioner shall gain no possessory interest therein.

(d) Public Liability: The Concessioner shall provide Comprehensive General Liability insurance against claims occasioned by actions or omissions of the Concessioner in carrying out the activities and operations authorized hereunder. Such insurance shall be in the amount commensurate with the degree of risk and the scope and size of such activities authorized herein, but in any event, the limits of liability shall not be less than \$5,000,000 per occurrence and \$10,000,000 annual aggregate and property damage of at least \$5,000,000 per occurrence and \$5,000,000 annual aggregate. If claims reduce available insurance below the required per occurrence limits, the Concessioner shall obtain additional insurance to restore the required limits. An umbrella or excess liability policy, in addition to a Comprehensive General Liability Policy, may be used to achieve the required limits.

From time to time, as conditions in the insurance industry warrant, the Secretary reserves the right to revise the minimum required limits.

All liability policies shall specify that the insurance company shall have no right of subrogation against the United States of America or shall provide that the United States of America is named as an additional insured.

The Concessioner shall also obtain the following additional coverages at the same limits as required for Comprehensive General Liability insurance unless other limits are specified below:

- (1) PRODUCT LIABILITY

- (2) LIQUOR LEGAL LIABILITY
- (3) PROTECTION AND INDEMNITY (Watercraft Liability)
- (4) AUTOMOBILE LIABILITY (To cover all owned, non-owned, and hired vehicles)
- (5) GARAGE LIABILITY
- (6) WORKERS' COMPENSATION

IN WITNESS WHEREOF, the parties have hereunder subscribed their names and affixed their seals.

Dated in Denver, Colorado this 11th day of October, 1988.

UNITED STATES OF AMERICA

Thomas J. Rouse
Acting Regional Director
Rocky Mountain Region

ATTEST

Ernest E. East

Date: 9-29-88

WAHWEAP LODGE AND MARINA, INC.

A. H. Early
President
Del Webb Recreational Properties

Amendment No. 6

Concession Contract No. CC-GLCA003-69
ARA Leisure Services, Inc.
Glen Canyon National Recreation Area

THIS AGREEMENT made and entered into by and between the United States of America, acting in this behalf by the Secretary of the Interior through the Regional Director, Rocky Mountain Region, National Park Service, hereinafter referred to as the "Secretary", and ARA Leisure Services, Inc., a corporation organized and existing under the laws of the State of Delaware, hereinafter referred to as the "Concessioner":

W I T N E S S E T H :

THAT WHEREAS, The Secretary and Wahweap Lodge & Marina, Inc. entered into Concession Contract number CC-GLCA003-69 on March 26, 1969 (the "Concession Contract"), whereby Wahweap Lodge & Marina, Inc. was authorized to provide facilities and services for the public within Glen Canyon National Recreation Area, during the period January 1, 1969 through December 31, 1998; and

WHEREAS, the Concession Contract has been amended by letters dated July 16, 1973, and March 17, 1975, and by Amendment No. 3 dated January 23, 1976, Amendment No. 4 dated October 8, 1982, and by Amendment No. 5 dated October 11, 1988; and

WHEREAS, the Concession Contract was assigned by Wahweap Lodge & Marina, Inc. to the Concessioner and such assignment and acceptance thereof by the Concessioner were approved by the Secretary, effective as of December 28, 1988; and

WHEREAS, the Concession Contract requires the Concessioner to submit an annual financial report within ninety (90) days of the 31st day of December of each year; and

WHEREAS, the Concessioner desires to change its fiscal year to other than a calendar year and wishes to submit the annual financial report in accordance with the new fiscal year; and,

WHEREAS, the Secretary has determined that it is in the public interest to permit the Concessioner to proceed on a fiscal year basis corresponding to that on which the Concessioner's other corporate transactions are based:

NOW THEREFORE in consideration of the foregoing, the parties hereto covenant and agree to and with each other that the Concession Contract is hereby amended as follows:

1. Amend Section 7. Accounting Records and Reports, to read:

SECTION 7. Accounting Records and Reports. (a) The Concessioner shall maintain an accounting system whereby the accounts can be readily identified with the System of Account

Classification prescribed by the Secretary. The Concessioner shall submit annually as soon as possible but not later than ninety (90) days after the end of each Concessioner fiscal year a financial statement for the preceding year as prescribed by the Secretary, and such other reports and data as may be required by the Secretary. A Concessioner fiscal year is defined as the 52 or 53 week period ending on the Friday which is closest to September 30 of each calendar year. If annual gross receipts are in excess of \$1 million, the financial statements shall be audited by an independent certified public accountant or by a regulatory authority of a state or other political subdivision of the United States on or before December 31, 1970, in accordance with the auditing standards and procedures promulgated by the American Institute of Certified Public Accountants. If annual gross receipts are between \$250,000 and \$1 million, the financial statements shall be reviewed by an independent certified public accountant or by an independent licensed public accountant certified or licensed by a regulatory authority of a state or other political subdivision of the United States on or before December 31, 1970, in accordance with the auditing standards and procedures promulgated by the American Institute of Certified Public Accountants.

Financial statements accompanied by remarks such as "prepared from client records without audit" are unacceptable.

The independent licensed or certified public accountant shall include a statement to the effect that the amounts included in the financial report are consistent to those included in the Federal and state tax returns. If they are not, then a statement showing differences shall be included. The Secretary shall have the right to verify and copy for his own use all such reports from the books, correspondence, memoranda, and other records of the Concessioner and subconcessioners, if any, and of the records pertaining thereto of a proprietary or affiliated company, if any, during the period of the Concession Contract, and for such time thereafter as may be necessary to accomplish such verification.

IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names and affixed their seals.

Dated at Denver, Co, this 23rd day of February, 1989.

ARA LEISURE SERVICES, INC.

by Hazel Wender
Title Vice President
Date February 3, 1989

ATTEST: William C. Kelly
by William C. Kelly
Title Assistant Secretary

UNITED STATES OF AMERICA

by Jack W. Neckels
Regional Director
Rocky Mountain Region
National Park Service

Jack W. Neckels

Amendment No. 6

Concession Contract No. CC-GLCA003-69
ARA Leisure Services, Inc.
Glen Canyon National Recreation Area

THIS AGREEMENT made and entered into by and between the United States of America, acting in this behalf by the Secretary of the Interior through the Regional Director, Rocky Mountain Region, National Park Service, hereinafter referred to as the "Secretary", and ARA Leisure Services, Inc., a corporation organized and existing under the laws of the State of Delaware, hereinafter referred to as the "Concessioner":

W I T N E S S E T H :

THAT WHEREAS, The Secretary and Wahweap Lodge & Marina, Inc. entered into Concession Contract number CC-GLCA003-69 on March 26, 1969 (the "Concession Contract"), whereby Wahweap Lodge & Marina, Inc. was authorized to provide facilities and services for the public within Glen Canyon National Recreation Area, during the period January 1, 1969 through December 31, 1998; and

WHEREAS, the Concession Contract has been amended by letters dated July 16, 1973, and March 17, 1975, and by Amendment No. 3 dated January 23, 1976, Amendment No. 4 dated October 8, 1982, and by Amendment No. 5 dated October 11, 1988; and

WHEREAS, the Concession Contract was assigned by Wahweap Lodge & Marina, Inc. to the Concessioner and such assignment and acceptance thereof by the Concessioner were approved by the Secretary, effective as of December 28, 1988; and

WHEREAS, the Concession Contract requires the Concessioner to submit an annual financial report within ninety (90) days of the 31st day of December of each year; and

WHEREAS, the Concessioner desires to change its fiscal year to other than a calendar year and wishes to submit the annual financial report in accordance with the new fiscal year; and,

WHEREAS, the Secretary has determined that it is in the public interest to permit the Concessioner to proceed on a fiscal year basis corresponding to that on which the Concessioner's other corporate transactions are based:

NOW THEREFORE in consideration of the foregoing, the parties hereto covenant and agree to and with each other that the Concession Contract is hereby amended as follows:

1. Amend Section 7. Accounting Records and Reports, to read:

SECTION 7. Accounting Records and Reports. (a) The Concessioner shall maintain an accounting system whereby the accounts can be readily identified with the System of Account

Classification prescribed by the Secretary. The Concessioner shall submit annually as soon as possible but not later than ninety (90) days after the end of each Concessioner fiscal year a financial statement for the preceding year as prescribed by the Secretary, and such other reports and data as may be required by the Secretary. A Concessioner fiscal year is defined as the 52 or 53 week period ending on the Friday which is closest to September 30 of each calendar year. If annual gross receipts are in excess of \$1 million, the financial statements shall be audited by an independent certified public accountant or by a regulatory authority of a state or other political subdivision of the United States on or before December 31, 1970, in accordance with the auditing standards and procedures promulgated by the American Institute of Certified Public Accountants. If annual gross receipts are between \$250,000 and \$1 million, the financial statements shall be reviewed by an independent certified public accountant or by an independent licensed public accountant certified or licensed by a regulatory authority of a state or other political subdivision of the United States on or before December 31, 1970, in accordance with the auditing standards and procedures promulgated by the American Institute of Certified Public Accountants.

Financial statements accompanied by remarks such as "prepared from client records without audit" are unacceptable.

The independent licensed or certified public accountant shall include a statement to the effect that the amounts included in the financial report are consistent to those included in the Federal and state tax returns. If they are not, then a statement showing differences shall be included. The Secretary shall have the right to verify and copy for his own use all such reports from the books, correspondence, memoranda, and other records of the Concessioner and subconcessioners, if any, and of the records pertaining thereto of a proprietary or affiliated company, if any, during the period of the Concession Contract, and for such time thereafter as may be necessary to accomplish such verification.

IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names and affixed their seals.

Dated at Denver, Co, this 23rd day of February, 1989.

ARA LEISURE SERVICES, INC.

by Harold W. [Signature]
Title Vice President
Date February 3, 1989

ATTEST: [Signature]
by [Signature]
Title Assistant Secretary

UNITED STATES OF AMERICA

by Jack W. Neckels
Regional Director
Rocky Mountain Region Acting
National Park Service

Jack W. Neckels

Amendment No. 7

Concession Contract No. CC-GLCA003-69
ARA Leisure Services, Inc.
Lake Powell Resorts and Marinas
Glen Canyon National Recreation Area

THIS AGREEMENT made and entered into by and between the United States of American, acting in this behalf by the Secretary of the Interior through the Regional Director, Rocky Mountain Region, National Park Service, hereinafter referred to as "Secretary," and ARA Leisure Services, Inc., a corporation organized and existing under the laws of the State of Delaware, hereinafter referred to as the "Concessioner":

W I T N E S S E T H :

THAT WHEREAS, the Secretary and Wahweap Lodge & Marina, Inc., entered into Concession Contract No. CC-GLCA003-69 on March 26, 1969 (the "Concession Contract"), whereby Wahweap Lodge and Marina, Inc., was authorized to provide facilities and services for the public within Glen Canyon National Recreation Area, during the period January 1, 1969, through December 31, 1998; and

WHEREAS, the Concession Contract has been amended by letters dated July 16, 1973, and March 17, 1975; and by Amendment No. 3 dated January 23, 1976; Amendment No. 4 dated October 8, 1982; and by Amendment No. 5 dated October 11, 1988; and by Amendment No. 6 dated February 23, 1989; and

WHEREAS, the Concession Contract was assigned by Del Webb Recreational Properties, Inc., to the Concessioner and such assignment and acceptance thereof by the Concessioner were approved by the Secretary, effective as of December 28, 1988; and

WHEREAS, Section 9 of the Concession Contract requires the Concessioner to pay to the Secretary for the privileges granted by the Concession Contract two and one quarter percent (2.25%) of the Concessioner's "Gross Receipts," as defined in Sub-Section 9(b)(1) of the Concession Contract, for the preceding year.

WHEREAS, the Secretary has determined as a matter of policy that it is in the public interest for the Concession Contract to be adjusted in order that improvements can be constructed which directly support the Concessioner's activities.

NOW, THEREFORE in consideration of the foregoing, the parties hereto covenant and agree to and with each other that the Concession Contract is hereby amended as follows:

1. SECTION 9 FRANCHISE FEE shall be amended as follows:

Delete "two and one-quarter percent (2 - 1/4%)" from Sub-Section 9(a)(2) and substitute in lieu thereof "ZERO PERCENT (0%)"

2. Add Section 23 CAPITAL IMPROVEMENT ACCOUNT as follows:

"(a)(1) As partial consideration for the privileges granted by this Concession Contract, the Concessioner shall establish a "Capital Improvement Account," by which it will undertake, on a project basis, capital improvements which directly support the Concessioner's operations hereunder, and which can be used for other purposes as determined by the Secretary, and as may otherwise be authorized by law. Funds in the Capital Improvement Account, including interest earned thereon, belong to the Concessioner to be used only for construction of qualified improvements approved by the Superintendent in accordance with priorities established by the National Park Service, Rocky Mountain Regional Director. Projects estimated to cost over \$1,000,000 must be approved in writing by the Director of the National Park Service.

(a)(2) Improvements paid for with funds from the Capital Improvement Account will not include routine, operational maintenance of facilities or housekeeping activities. Nothing in this Section shall lessen the responsibility of the Concessioner to carry out the maintenance and repair responsibilities as required by Section 4 of this Concession Contract, or otherwise, from Concessioner funds exclusive of those funds contained in the Capital Improvement Account. Funds in the Capital Improvement Account shall not be used for purposes for which Section 4 would apply. The Concessioner shall have no ownership, possessory interest, or other interest in improvements made from Capital Improvement Account funds.

(a)(3) The Concessioner shall deposit within fifteen (15) days after the last day of each month that the Concessioner operates a sum equal to TWO AND ONE QUARTER PERCENT (2.25%) of the Concessioner's Gross Receipts for the previous month, as defined in this Concession Contract, into an interest bearing account at a Federally insured financial institution. The account shall be maintained separately from all other Concessioner funds and copies of monthly account statements shall be provided to the Secretary. An interest charge will be assessed on overdue deposits for each thirty (30) day period, or portion thereof, that the deposit is delayed beyond the fifteen (15) day period provided for herein. The rate of interest charged will be based on the then current value of funds to the U.S. Treasury as published in the Treasury Fiscal Requirements Manual.

(a)(4) The Concessioner shall submit annually as soon as possible, but no later than ninety (90) days after the end of each Concessioner fiscal year, a financial statement reflecting total activity in the Capital Improvement Account for the preceding fiscal year. A Concessioner fiscal year is defined as the 52 or 53 week period ending on the Friday which is closest to September 30 of each calendar year. The statement shall reflect monthly deposits, expenses by project, and the interest earned.

(a)(5) Advances or credits to the Capital Improvement Account by the Concessioner are not permitted. Projects will be carried out by the Concessioner as the Superintendent shall direct in writing and in advance of any expenditure being made. For all expenditures made for each project from Capital Improvement Account funds, the Concessioner shall maintain adaptable records including invoices, billings, canceled checks, and other documentation satisfactory to the Secretary.

(a)(6) Upon the expiration or termination of this Concession Contract, or upon assignment or sale of interests related to this Concession Contract, the unexpended balance remaining in the Capital Improvement Account shall be expended by the Concessioner for approved projects, or, shall be remitted by the Concessioner to the Secretary in such a manner that payment shall be received by the Secretary within fifteen (15) days after the last day of the Concessioner's operation. Any payment consisting of \$10,000 or more shall be deposited electronically by the Concessioner using the Treasury Financial Communications System. An interest charge will be assessed on overdue amounts for each thirty (30) day period, or portion thereof, that payment is delayed beyond the fifteen (15) day period provided for herein. The rate of interest charged will be based on the current value of funds to the United States Treasury which is published quarterly in the Treasury Fiscal Requirements Manual."

IN WITNESS WHEREOF, the parties hereto have hereunder submitted their names and affixed their seals.

Dated at Denver, Colorado, this 6th day of September, 1994.

ARA LEISURE SERVICES, INC.

BY: Chadwick Sullivan

TITLE: President

DATE: August 31, 1994

UNITED STATES OF AMERICA

BY: [Signature]

REGIONAL DIRECTOR

ROCKY MOUNTAIN REGION

NATIONAL PARK SERVICE

SUPPLEMENTAL CONTRACT NO. 2

Concession Contract No. CC-GLCA003-69

ARAMARK

Glen Canyon National Recreation Area

THIS SUPPLEMENTAL CONTRACT, made and entered into by and between the United States of America, acting in this behalf by the Secretary of the Interior, through the Director of the National Park Service (NPS), hereinafter referred to as the "Secretary" and ARAMARK, formerly ARA Leisure Services, Inc., a corporation organized and existing under the laws of the State of Delaware, hereinafter referred to as the "Concessioner:"

W I T N E S S E T H

THAT WHEREAS the Secretary and the Concessioner entered into Concession Contract No. CC-GLCA003-69, on March 26, 1969, whereby the Concessioner was required and authorized to provide accommodations, facilities, and services for the public within Glen Canyon National Recreation Area, during the period from January 1, 1969, to December 31, 1998, and

WHEREAS said Concession Contract has been amended by letters dated July 16, 1973, and March 7, 1975, and by Amendment No. 3 dated January 23, 1976, Amendment No. 4 dated October 8, 1982, Amendment No. 5 dated October 11, 1988, Amendment No. 6 dated February 23, 1989, and by Amendment No. 7 dated September 6, 1994, and

WHEREAS the said Concession Contract was assigned by Wahweap Lodge and Marina, Inc., to the Concessioner and such assignment and acceptance thereof by the Concessioner was approved by the Secretary, effective as of December 28, 1988, and

WHEREAS Section 2 of said Concession Contract includes a provision whereby the Concessioner is required to provide campgrounds under such terms and conditions as may be prescribed by the Secretary, and

WHEREAS the Secretary has determined, and the Concessioner has agreed, that it is in the public interest that the Wahweap campground shall be operated by the Concessioner.

NOW THEREFORE, in consideration of the foregoing, the parties hereto covenant to and with each other that Concession Contract No. CC-GLCA-003-69 is hereby supplemented, effected upon execution by the Secretary as follows:

Section I - Term of Contract

This supplemental contract shall take effect upon execution by the Secretary, and be from January 1, 1995 through December 31, 1998, and may be renewed for a successive term upon the agreement of the Secretary and the Concessioner. The Concessioner agrees to collect and deposit TWENTY PERCENT (20%) of the monthly gross receipts from campground operations, as defined by said Concession Contract, into the Campground Improvement Fund (Account), an

interest-bearing account in a federally insured financial institution. The Concessioner shall not make advances or credits to the Account.

Funds from the Account are to be used solely for projects selected by the Superintendent of Glen Canyon National Recreation Area, after consultation with the Concessioner. In the event the cost of a project exceeds \$100,000, the project shall be approved by the Director. The Concessioner shall not acquire a possessory interest in improvements funded from the Account, or otherwise obtain any compensable interest in such improvements. The Account shall be used for upgrading, replacement, and rehabilitation of campground facilities which result in the improvement of the campground operations. The Account shall not be used to fund routine, operational maintenance or housekeeping activities as required by said Concession Contract, and as specified in the Maintenance Agreement, attached hereto as Exhibit "B," or Operations Plan, attached hereto as Exhibit "A."

Upon the completion of projects, the Concessioner is to provide the Superintendent with an Annual End-of-Project Report. The report shall summarize all costs by functional categories (electrical system, water system, etc.) for all projects completed during the year of the supplemental contract.

Upon the completion of projects, if there is a balance remaining in the Account, such funds shall be expended for other approved projects supporting the campground, or remitted to the United States Treasury. Funds from the Account may not be transferred to the Set-Aside Account or any other special account.

Section II - Accommodations, Facilities, and Services

This supplemental contract grants that the Concessioner is required to operate the Wahweap campground at Glen Canyon National Recreation Area under the following terms and conditions.

a. The Concessioner will operate and maintain the campground consisting of 8 comfort stations, 208 individual campsites, 1 individual site for the handicapped, and 9 group sites with associated fire grates, tables, parking areas, access roads, sewage pumpout stations, and site markers.

b. The Concessioner shall operate the campground by adhering to specific procedures and details required by this supplemental contract and as described in the Operations Plan. The current Operations Plan is attached as Exhibit A. The Operations Plan will be reviewed annually and modified as deemed necessary by the Secretary after consultation with the Concessioner.

c. The Concessioner shall close off individual campground sites or entire campsite access loops for specifically identified NPS projects associated with resource management or construction projects.

Section III Plant, Personnel, and Rates

The supplemental contract requires that the rates to be charged the public for the accommodations, facilities, and services provided under this supplemental contract shall be approved in accordance with the provisions of Section 3 of said Concession Contract and 36 CFR Part 71 (Recreation Fees). The

Concessioner shall discount campground rates 50 percent (50%) for holders of Golden Age and Golden Access Passports, or those who show certification of being 62 years or older.

Section IV - Land and Improvements

The supplemental contract requires that the Concessioner shall comply with Subsection 4(b) of said Concession Contract concerning the submission of planning documents, and that such plans shall have the prior approval of the Secretary before beginning a project. This supplemental contract requires that the Concessioner shall not acquire a possessory interest in improvements funded from the Account or otherwise obtain any compensable interest in such improvements.

This supplemental contract requires the Concessioner to make all repairs and maintenance, as hereinafter defined, to facilities necessary to conduct the operations authorized.

The Concessioner agrees to physically maintain and repair facilities used in the campground operation to the satisfaction of the Secretary. The Concessioner shall maintain and repair campground facilities by adhering to specific maintenance standards, procedures, and details required by this supplemental contract and as described in a Maintenance Agreement. The current Maintenance Agreement is attached as Exhibit B to this supplemental contract. The Maintenance Agreement will be reviewed annually and modified as deemed necessary by the Secretary after consultation with the Concessioner.

In order that a high standard of physical appearance, operations, and repair and maintenance be achieved, appropriate periodic inspections will be carried out jointly by the Secretary and the Concessioner. From these inspections, the Secretary and Concessioner will jointly develop and maintain a specific written workload schedule and associated budget estimates outlining repair and maintenance projects for the year. In the event of dispute concerning the specific written schedule and budget of repair and maintenance projects, the decision of the Secretary shall be final. The Concessioner shall promptly carry out, at the Concessioner's expense, the approved written program of repairs and maintenance.

The term "repair and maintenance" shall include, but not be limited to, materials and expenses for the following: building paint, maintenance and repairs, lamp bulb replacement, repair of picnic tables, grills, fireplaces (or grates), roadway and campsite repairs, electrical and mechanical inspection, repair and maintenance, plumbing and heating/cooling repairs and maintenance. Routine campground landscaping, raking, and pruning. The term "repairs and maintenance" shall include the costs of materials and labor associated with the repairs and maintenance herein defined.

Section V - Concessioner Improvements

This supplemental contract remains consistent with the provisions of said Concession Contract.

Section VI - Utilities

This supplemental contract recognizes that the Concessioner shall not be responsible to pay the Service for water used within the campground.

Section VII - Accounting Records and Reports

This supplemental contract requires the Concessioner to maintain the Account separate from other Concessioner funds and to submit to the Secretary an Annual Financial Statement reporting the total activity in the Account including deposits, expenses by project, and interest earned. The Concessioner shall specifically identify the campground revenue and costs upon the submission of the Concessioner's Annual Financial Report (AFR). In addition to the specific documentation submitted with the AFR, the Concessioner shall submit a detailed memorandum of related costs/expenses not included in the AFR.

Section VIII - Opening Balance Sheet

This supplemental contract remains consistent with the provisions of the Concession Contract.

Section IX - Franchise Fee

This supplemental contract remains consistent with the provisions of the Concession Contract.

Section X - Bond and Lien

This supplemental contract remains consistent with the provisions of the Concession Contract.

Section XI - Termination of Contract

This supplemental contract remains consistent with the provisions of the Concession Contract.

Section XII - Compensation for Concessioner's Possessory Interest

This supplemental contract requires the Concessioner to agree that no possessory interest is conveyed to the Concessioner for improvements funded from the Account, and any other form of compensatory value is not conveyed to the Concessioner.

Section XIII - Assignment or Mortgage

This supplemental contract remains consistent with the provisions of the Concession Contract.

Section XIV - Approval of Subconcession Contracts

This supplemental contract remains consistent with the provisions of the Concession Contract.

Section XV - Accommodation of Government Employees

This supplemental contract remains consistent with the provisions of the Concession Contract.

Section XVI - Preferential Right

This supplemental contract remains consistent with the provisions of the Concession Contract.

Section XVII - Cooperation in Emergencies

This supplemental contract remains consistent with the provisions of the Concession Contract.

Section XVIII - Insurance

This supplemental contract remains consistent with the provisions of the Concession Contract.

Section XIX - Concessioner Employees

This supplemental contract remains consistent with the provisions of the Concession Contract.

Section XX - Procurement of Goods, Equipment, and Services

This supplemental contract remains consistent with the provisions of the Concession Contract.

Section XXI - Non-Discrimination

This supplemental contract remains consistent with the provisions of the Concession Contract.

Section XXII - General Provisions

This supplemental contract remains consistent with the provisions of the Concession Contract.

Section XXIII - Capital Improvement Account

This supplemental contract remains consistent with the provisions of the Concession Contract.

IN WITNESSETH WHEREOF, the parties have hereunder subscribed their names and affixed their seals.

Dated at Washington D.C., this _____ day of MAY 19 1995, 1995.

ARAMARK

By:

John M. Sullivan

Title:

President

Date:

3/15/95

Attest by:

Robert T. Kelly

Title:

Assistant Secretary

United States of America

By:

Lyndee
Director, National Park Service

Exhibit "A"

Operations Plan

Wahweap Campground

Preamble To Operations Plan

This Plan between ARAMARK, formerly ARA Leisure Services, Inc., (hereinafter referred to as "Concessioner") and the National Park Service (NPS) (hereinafter referred to as "Service") will serve to establish operating responsibilities for the Concessioner and the Service in the Wahweap campground assigned to the Concessioner.

The terms and conditions of this Plan are subordinate to the terms and conditions of Concession Contract No. CC-GLCA003-69, in the event of disputes or conflicts in language or interpretation, the Concession Contract will prevail. This Plan shall remain in effect during the term of the Supplemental Contract #2 to the Concession Contract. Amendments or changes may be made at the determination of the Service after consultation with the Concessioner.

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I. Management, Organization and Responsibilities

A. Concessioner:

1. The management and organization of the concession operations will be under the Concessioner of record. The office of the Vice President is the primary office of record, contractual obligations, and policy making body of this property.
2. The Concessioner is responsible for complying with the policies and directives of the Service, carrying out day-to-day operations under the direction of the General Manager who provides professional direction and supervision of all onsite concession employees and handling complaints and correspondence with the Service promptly and efficiently.

B. Service:

1. The Superintendent is the Park Manager with responsibility for total recreation area operation, which includes the concession operation. The Superintendent has the responsibility to carry out the policies and directives of the Service, including contract administration of the Concessioner. The Chief, Division of Facilities and Concessions Management, through the Downlake Concession Specialist, is the onsite Service official immediately responsible for all concession activities, and is the Service official with whom the Concessioner would initially make contact with on any matter. Through the Division of Facilities and Concessions Management, the Superintendent shall review, supervise, and coordinate the Concessioner's activities as they relate to Glen Canyon National Recreation Area (NRA). This will include reviewing improvements to facilities, review of operations, rate approval, liaison with Service and Concessioner representatives, review of advertising, monitoring, orientation, and all other activities involved in administering the Concession Contract.
2. Responsibilities of Staff Assistants:
 - a. Deputy Superintendent--acts on behalf of the Superintendent in the event of his absence.
 - b. Chief, Division of Ranger Activities and Interpretation--acts on behalf of the Superintendent in all matters pertaining to visitor protection, lost and found, law enforcement and interpretation.
 - c. Chief of Resource Management--acts on behalf of the Superintendent in all matters pertaining to resource protection.

- d. Administrative Officer--acts on behalf of the Superintendent in all matters pertaining to the fiscal obligations associated with concession activities.
- e. Chief, Division of Facilities and Concessions Management--acts on behalf of the Superintendent in all matters pertaining to planning, construction, renovation of buildings and facilities, and in assuring that all construction activities comply with appropriate resource management and environmental regulations, concessions management and maintenance. The administration of the Maintenance Agreement will be the responsibility of this division.
- f. Safety Manager--provides orientation and annually reviews the Concessioner's Loss Control Program, and serves as the direct line of communication to the Concessioner on safety related matters.

3. Responsibilities of District Personnel

- a. Downlake Concessions Specialist--provide day-to-day monitoring of concession activities and operations within the district. Serves as the direct line of communication to the Chief, Division of Facilities and Concessions Management, on major problems.
- b. District Ranger--provides fire suppression and implementation of specific plans related to the area. Serves as the direct line of communication to the Concessioner relating to fire control, law enforcement, search and rescue, lost and found items, and resource protection.
- c. District Maintenance--provides day-to-day supervision over all maintenance activities and operations within the district. Serves as the direct line of communication to the Chief, Division of Facilities and Concessions Management on major problems.
- d. District Interpreter--provides interpretative programs to the visiting public.

II. Season and Hours of Operation

- A. The Concessioner shall provide the public campground services required and authorized by the supplemental contract on a seasonal basis with the following minimum hours of operation:

- 1. Winter (October 31 - March 15)

The Wahweap Campground will be closed for operation. A sign shall be posted at the entrance to the campground advising

the public of the campground closure and that campground facilities are available at the concessioner's RV site at the same rate charged at the Wahweap Campground. The Concessioner shall provide the NPS at least one day prior notice of the closure of the campground.

2. Shoulder (March 16 - May 14)
(September 16 - October 30)

Registration Office:

a. Wahweap Campground (9:00) a.m. to (6:00) p.m.

2. Summer (May 15 - September 15)

Registration Office:

a. Wahweap Campground (7:00) a.m. to (9:00) p.m.

These hours of operation will remain in effect and be adhered to unless changes are requested, in writing, and approved by the Superintendent.

- B. The Concessioner shall maintain a reservation system for the Wahweap Group Campground operation.
- C. The Concessioner shall maintain a registration office within the assigned NPS registration building located in the campground, in which the visiting public may register for a campsite, pay for the campsite, and be provided interpretive information regarding the recreation area.

III. Scope and Quality of Service

- A. All services will be operated in accordance with industry standards and those standards set forth by the NPS Concessioner Review Program. Both the Service and Concessioner shall be responsible for separately inspecting, monitoring, and being aware of the Concessioner's facilities and services with respect to applicable standards, rate comparability, safety, and visitor complaints and reactions.
- B. The Concessioner's General Manager, or delegate, will attend all inspections and initial all reports in accordance with the appropriate evaluation guidelines.
- C. A representative from the Division of Facilities and Concessions Management will conduct thorough, unannounced inspections in accordance with the Concessions Management Guideline (NPS-48), Chapter 21, Concessioner Review Program. Upon arrival at the facility, the representative will attempt to contact the General Manager, or the other person in charge, before beginning the inspection.

- D. The staff Safety Manager will, at least annually, conduct a thorough review of the Concessioner's Loss Control Program.

IV. Rates

- A. All rate changes shall be provided by the Concessioner in a written rate schedule thirty (30) working days prior to implementation. The Concessioner shall provide comparability data to support proposed rates at the time approval is requested. The rate request shall include pertinent information about the product or service proposed. This includes current rate, date approved, proposed rate, amount of increase, description of product or service. All rate requests will be submitted in accordance with Concessions Management Guidelines (NPS-48), Chapter 18, Rate Administration Program, pages 5, 6, and 7.
- B. It is the purpose of the National Park Service to assure that the Concessioner's rates and charges to the public are commensurate with the level of services and facilities provided, and are reasonable, justified, and comparable with similar facilities and services provided by the private sector. Reasonableness of rates will be judged primarily as provided by Section 3(c) of the Act of October 9, 1965 (79 Stat. 969, 16 U.S.C. 20b):

"By comparison with those current for facilities and services of comparable character under similar conditions, with due consideration for length of season, provision for peak loads, average percentage of occupancy, accessibility, availability and cost of labor and materials, type of patronage, and other factors deemed significant by the Secretary."

- C. The staff from the Division of Facilities and Concessions Management will conduct periodic comparability studies and make appropriate recommendations to the Superintendent for approval, disapproval, or adjustment of proposed rates.
- D. The Service will approve, disapprove, or adjust rates and will inform the Concessioner of the approval, disapproval, or adjustment of rates, and provide a written certification for disapproval or adjustment.
- E. The Superintendent, through the Division of Facilities and Concessions Management, will conduct spot checks for compliance of rates throughout the year and during periodic inspections.
- F. The Concessioner shall discount campground rates 50 percent (50%) for holders of golden age and golden access passports, or for those who show certification of being 62 years or older.

V. National Park Service (NPS) Regulations

The Concessioner shall comply with the following Service regulations as they apply to campground operations.

- A. Digging or leveling the grounds of a campsite is prohibited (36 CFR 2.10 (b)(1)).
- B. Leaving camping equipment, site alterations, or refuse upon departing the campsite is prohibited (36 CFR 2.10 (b)(2)).
- C. Camping within 25 feet of a water hydrant or main road, or within 100 feet of a flowing stream, river, or body of water is prohibited (36 CFR 2.10(b)(3)).
- D. Creating or sustaining unreasonable noise between the hours of 10:00 p.m. and 6:00 a.m. is prohibited (36 CFR 2.10(b)(4)).
- E. Installation of permanent camping facilities is prohibited (36 CFR 2.10)b(5)).
- F. Displaying wildlife carcasses or other remains or parts thereof is prohibited (36 CFR 2.10(b)(6)).
- G. Connecting to a non-designated utility system is prohibited (36 CFR 2.10)b(7)).
- H. Failure to obtain a registered campsite is prohibited (36 CFR 2.10)(b)(8)).
- I. Camping outside of designated campsites is prohibited (36 CFR 2.10(b)(10)).
- J. Camping in a location within a Concessioner operated campground shall be limited to 14 consecutive days or 30 days in any year (36 CFR 2.10 and 2.61).

VI. Insurance

The Concessioner shall annually provide to the Superintendent documented evidence (Statement of Concessioner Insurance as well as Certificate of Insurance/Broker's Analysis) of at least the amount and type of insurance coverage provided in compliance with Concessions Management Guideline (NPS-48), Chapter 23, Insurance Program, pages 1 through 20, and of the Concession Contract.

VII. Advertising

Prior to printing or release, all advertising materials must be submitted to the Superintendent in accordance with Concession Management Guideline (NPS-48), Chapter 33, Section E, Advertising. The Superintendent will determine that it is accurate, suitable, in conformance with the administrative policies of the Service, and will approve or disapprove it accordingly. All advertising will contain the information that the facility is an "Authorized Concessioner of the National Park Service."

VIII. Lost and Found

Each found item shall be tagged, using the standard National Park Service form (10-166), listing the item found, where found, when, and by whom, and turned into the nearest Temporary Receiving Station where it will be processed in accordance with the Service's procedure (SOP 110-105) or otherwise mailed or transmitted to the park in accordance with the park's lost and found policy. To the greatest extent possible, the Concessioner shall attempt to identify the owner of found property and return it.

IX. Safety, Sanitation, and Security

- A. The Service shall monitor the Concessioner's loss control program. The Service and the Concessioner shall be responsible for separately assuring that respective property, equipment and related facilities are maintained in a safe condition at all times, and repaired as necessary or directed.
- B. The Service is responsible for visitor protection, emergencies involving public safety, civil disturbance, and violations of regulations or laws. Any injury sustained by a visitor (or employee resulting in lost time) in a concession facility and/or all medical emergencies shall be immediately reported to the District Ranger and Safety Manager. The Concessioner shall maintain a security service in the campground in order to assure the visitor's compliance with the Concessioner's operational requirements.
- C. Fire protection will be provided by the Service and the Concessioner with primary responsibility lying with the Service. The Concessioner has primary responsibility to ensure that all buildings assigned to it within the designated area meet fire safety codes and that fire detection and suppression equipment is in good operating condition at all times. It is also its responsibility to direct and report all structural fires immediately. The Concessioner will provide employees for training, in cooperation with the Service, for structural fire suppression.

X. Concession Employees and Employment

- A. The Concessioner shall have a written Affirmative Action Plan to ensure equal employment opportunities and will adhere to the Department's labor standards and to all applicable Federal and State laws. A copy of this Affirmative Action Plan will be on file in the Division of Facilities and Concession Management.

The Concessioner shall not employ in any status the spouse or minor children of the Superintendent, Deputy Superintendent, Safety Manager, or Chief, Division of Facilities and Concessions Management. The Concessioner shall not employ in any status a Service employee, their spouse, or minor children without prior

written approval of the Superintendent.

- B. All employees dealing directly with the public shall wear uniforms or standardize clothing and name badges. Employees shall be neat and clean in appearance and meet standards set forth in the concession management policies.
- C. All employees, especially those dealing directly with the public, should receive, in addition to job related training, such training which includes information on local and NPS history, driving regulations and cautions, things to do and see in the area, and functions of the Concessioner and the Service.

XI. Taxes

The Concessioner will pay, or cause to be paid, all sales taxes. The Concessioner is liable for prompt payment of refuse collection, telephone, or any other utility or service, whether made by governmental authority, public, or community service company.

XII. Utilities

Utilities provided by the National Park Service are water, sewer, and electricity. No charges are to be made for water used within the campground.

XIII. Complaints

Complaints or comments received by the Service regarding Concessioner facilities shall be sent to the Concessioner for investigation and response in a timely manner. A copy of the response will be provided to the Superintendent. A copy of the Service's response will be forwarded to the Concessioner. The Concessioner will provide the Service with a copy of its response to all written visitor complaints related to its operation.

Dated at Glen Canyon NRA this 14 day of May, 1985.

ARAMARK

National Park Service

BY: [Signature]

BY: [Signature]

Superintendent

TITLE: President

DATE: 3/15/85

Exhibit "B"

Maintenance Agreement

Wahweap Campground

Preface of Agreement

This Agreement between ARAMARK, formerly ARA Leisure Services, Inc., (hereinafter referred to as "Concessioner"), and the National Park Service (hereinafter referred to as "Service") will serve to establish maintenance responsibilities for the Concessioner and the Service for the Wahweap Campground assigned to the Concessioner.

The terms and conditions of this Agreement are subordinate to the terms and conditions of Concession Contract No. CC-GLCA-003-69. In the event of disputes or conflicts in language or interpretation, the Concession Contract will prevail. This Agreement shall remain in effect during the term of the Supplemental Contract #2 to the Concession Contract. Amendments and changes may be made at the determination of the Service after consultation with the Concessioner.

- I. Government-owned Buildings Assigned to the Concessioner
a. Comfort Station - Loop A, B, C, D, E, F, G, and H
b. Campground Registration Office

- II. Concessioner-owned Buildings used by the Concessioner
None

III. Maintenance Inspection

There shall be an annual joint inspection during the month of October of buildings, utilities, grounds, and equipment within the assigned areas to determine if they are satisfactorily maintained and comply with applicable rules, laws, and regulations. As a result of this inspection, schedules of maintenance projects will be prepared, consistent with this Maintenance Agreement, by the Concessioner and the Service. The Maintenance Agreement shall also be reviewed and revised as deemed appropriate by the Service after consultation with the Concessioner.

IV. Buildings, Facilities and Structures

The Concessioner will be responsible for all exterior maintenance of all Government-owned buildings within the area assigned to the Concessioner for the purposes of the contract. These include:

1. Exterior walls and surfaces, including exterior portions of window sash, mullions, and trim.

2. Foundations, supports, and joints under the lowest subfloor, and interior load-bearing structure.

The Concessioner will be responsible for all interior maintenance for all Government-owned buildings within the area assigned. These include:

1. The area above the lowest subfloor, be it concrete or wood.
2. The area inside of all exterior walls that is not part of the load-bearing structure.
3. All glass in windows or doors, doors, door frames, window frames, shutters, and screens.

Concessioner Responsibilities

- a. Repair and maintain all water, sewer and electrical fixtures, including the potable water standpipes and faucets, sinks, toilets, drinking fountains, hand dryers, light fixtures, switches and cover plates.
- b. Painting of interior and exterior surfaces as required. The color of the paint shall be approved by the Superintendent prior to use.
- c. Repair and maintain all doors, door frames, and door trim.
- d. Repair and maintain mirrors, toiletry shelves, and other interior furnishings.
- e. Repair and maintain all glass in windows, all glass in doors, screens, shutters, etc.
- f. Repair and maintain all wall and ceiling coverings.
- g. Refinishing of all floors and floor coverings as needed.
- h. Provide all cleaning supplies, lamp bulb replacement, and cleaning services to ensure a neat and clean appearance.
- i. Provide window cleaning (inside and out) to maintain a clean appearance.
- j. Repair and maintain toilet stall doors and dividers.
- k. Repair and maintain the water system from within the buildings to the main water system as a result of acts of nature, normal wear and tear, and damage as a result of acts of the Concessioner, his employees, clients, patrons, or agents. Repair and maintain the campground irrigation system. Provide winterization of the water

system within the buildings when the buildings are closed during the winter, and the irrigation system.

- l. Repair and maintain the sewage system from within the buildings to the nearest manhole as a result of acts of nature, normal wear and tear, and damage as a result of acts of the Concessioner, his employees, clients, patrons, or agents. Provide winterization of the sewage system within the buildings when the buildings are closed during the winter, and the irrigation system.
- m. Repair and maintain all wiring, conduit, fuses, breakers, etc., from within the buildings to the electrical meters as a result of acts of nature, normal wear and tear, and damage as a result of acts of the Concessioner, his employees, clients, patrons, or agents.
- n. Repair and maintain all parts of the load-bearing structure, including roofing, as required.
- o. Repair as needed, all exterior walking surfaces as specified in the land assignment.
- p. Repair and maintain central heating and air conditioning systems.
- q. Maintain in a serviceable condition all fire suppression devices, equipment, and appurtenances, consistent with Federal, State, and county codes. Conduct periodic tests of all fire suppression devices, equipment, and appurtenances.
- r. Repair and maintain the Visitor Information boards within the assigned campground area.

Service Responsibilities

- a. Repair, maintain, or replace the main water system from outside the assigned campground area.
- b. Repair, maintain, or replace the main sewage system from outside the assigned campground area.

V. R.V. Sewage Dump Stations and Potable Water Stations

Concessioner Responsibilities

The Concessioner shall repair and maintain the R.V. Sewage Pump Station and potable water stations, including all equipment and appurtenances.

Service Responsibilities

None

VI. Roads, Trails, Parking Areas, and Associated Landscaping

Concessioner Responsibilities

Concessioner will provide day-to-day maintenance of the roads and parking areas, including associated landscaping. Day-to-day maintenance will require frequent litter pickup, watering and manicuring of the landscaping, fertilizing, and weed control. The Service and the Concessioner will agree to a Integrated Pest Management Plan which will define nature and frequency of treatment, approved chemical lists, etc. Concessioner applying any herbicide, biocide, pesticide, or engaging in any pest control activity in buildings, grounds/landscape materials shall be in accordance with the Integrated Pest Management Plan.

Service Responsibilities

The Service will be responsible for reconstruction, rehabilitation, and/or sweeping, striping, patching, crack sealing, chip and seal. The Service will be responsible for the major repair, rehabilitation or reconstruction of trails.

VII. Signs

Concessioner Responsibilities

The Concessioner will be responsible for the installation, maintenance, and replacement of all interior signs relating to its operation and services within the assigned area. The Concessioner is responsible to ensure that its signs and campground identification markers are compatible with Service standards. All sign styles and text shall be approved, in advance, by the Superintendent.

Service Responsibilities

The Service is responsible for all other signs necessary for the operation of the campground. The Service will install and maintain all such signs.

VIII. Campground

Concessioner Responsibilities

The Concessioner shall be responsible for the repair and maintenance of the campground tables (one table per site), fire grills, and parking area identification markers in each site. The Concessioner shall be responsible for the routine replacement of parking site boundary

barricades. The Concessioner shall manage the physical aspects of the sites (barricades, etc.) so as to minimize off-road travel.

Service Responsibilities

None

IX. Litter and Garbage

Concessioner Responsibilities

The Concessioner shall be responsible for the pickup of all litter and garbage within the assigned area. The assigned area shall be kept free of litter, garbage, and trash. The Concessioner will provide adequate trash and garbage containers.

Service Responsibilities

None

Dated at Glen Canyon NRA this day of MAY 19 1995, 19 .

ARAMARK

National Park Service

BY: 

BY: 

Superintendent

TITLE: President

DATE: 3/15/95



United States Department of the Interior

NATIONAL PARK SERVICE

INTERMOUNTAIN FIELD AREA
Colorado Plateau System Support Office
12795 West Alameda Parkway
Post Office Box 25287
Denver, Colorado 80225-0287



IN REPLY REFER TO:

C38 (IMFA-RM-E)

March 8, 1996

Gib Johnson
Regional Vice President
ARAMARK Leisure Services, Inc.
P. O. Box 56909
Phoenix, Arizona 85079

Dear Mr. Johnson:

Enclosed is your copy of the completed Amendment No. 8 to Concession Contract No. CC-GLCA003-69. The amendment assigns certain Government owned facilities at the Dangling Rope Development Area for the non-exclusive use of the Concessioner. In consideration for such assignment, the amendment establishes a Government Improvement Account which will provide funds for the replacement, rehabilitation, and improvements to Government owned facilities at Dangling Rope.

Sincerely,

Bill Hawland

for Judy M. Jennings
Concession Management Program Leader

Enclosure

Amendment No. 8

Concession Contract No. CC-GLCA003-69
ARAMARK Leisure Services, Inc.
Lake Powell Resorts and Marinas
Glen Canyon National Recreation Area

THIS AGREEMENT made and entered into by and between the United States of America, acting in this behalf by the Secretary of the Interior through the Field Director, Intermountain Field Area, National Park Service, hereinafter referred to as "Secretary", and ARAMARK Leisure Services, Inc. (formerly ARA Leisure Services, Inc.), a corporation organized and existing under the laws of the State of Delaware, hereinafter referred to as the "Concessioner":

W I T N E S S E T H :

THAT WHEREAS, the Secretary and Wahweap Lodge & Marina, Inc. entered into Concession Contract No. CC-GLCA003-69 on March 26, 1969 (the "Concession Contract"), whereby Wahweap Lodge and Marina, Inc. was authorized to provide facilities and services for the public within Glen Canyon National Recreation Area, during the period January 1, 1969 through December 31, 1998; and

WHEREAS, the Concession Contract has been amended by letters dated July 16, 1973, and March 7, 1975, and by Amendment No. 3 dated January 23, 1976, and by Amendment No. 4 dated October 8, 1982, and by Amendment No. 5 dated October 11, 1988, and by Amendment No. 6 dated February 23, 1989; and by Amendment No. 7 dated September 6, 1994, and

WHEREAS, the Concession Contract was assigned by Del Webb Recreational Properties, Inc. to the Concessioner and such assignment and acceptance thereof by the Concessioner were approved by the Secretary, effective as of December 28, 1988; and

WHEREAS, Sub-section 4(a) of the Concession Contract authorizes the Secretary to assign for use by the Concessioner during the term of the Concession Contract, such pieces and parcels of land and Government Improvements, as defined by sub-section 4(d) of the Concession Contract, as may be in his judgment, necessary and appropriate for the operations required and authorized hereunder, and

WHEREAS, Sub-section 4(b) of the Concession Contract authorizes the Concessioner to construct and install upon the assigned lands such buildings, structures, and other improvements as are necessary or desirable for the operations required and authorized hereunder, subject to the prior approval by the Secretary of the location, plans, and specifications thereof, and the Secretary may prescribe the form and contents of application for such approval.

NOW, THEREFORE in consideration of the foregoing, the parties hereto covenant and agree to and with each other that the Concession Contract is hereby amended as follows:

1. SECTION 4 LAND AND IMPROVEMENTS shall be amended as follows:

Add to Sub-section 4(a) "The Secretary hereby assigns for use by the Concessioner during the term of this Concession Contract, certain

Government Improvements at the Dangling Rope Development Area, which shall be limited to the floating platform facilities and appurtenances, consisting of docking surfaces, fuel piping tray, anchoring, and fire suppression systems (including design, engineering, and installation), upon which the Concessioner shall construct and install marine fuel facilities and appurtenances, consisting of fuel office buildings, fuel dispensers, double wall fuel distribution lines, fuel barges and transporting push-boat, turbine pumps, leak detection and spill prevention equipment (including design and engineering) appropriate to conduct the operations authorized under Sub-section 2(a) of this Concession Contract."

2. Add as Section 24 GOVERNMENT IMPROVEMENT ACCOUNT the following:

"SEC. 24. GOVERNMENT IMPROVEMENT ACCOUNT (a)(1) As consideration for the non-exclusive use of Government Improvements herein provided, the Concessioner shall establish and manage a "Government Improvement Account." The funds in the Government Improvement Account belong to the Concessioner, including interest earned thereon, but will be used by the Concessioner only to undertake, on a project basis, replacement, rehabilitation and improvements to Government Improvements at the Dangling Rope Development Area, including support infrastructure, as directed and approved in writing by the Superintendent prior to the undertaking of the project.

(a)(2) Projects paid for from the Government Improvement Account will not include routine, operational maintenance of facilities or housekeeping activities. Nothing in this Section shall lessen the responsibility of the Concessioner to carry out the routine, operational maintenance of Government Improvements as otherwise required by this Concession Contract from Concessioner funds exclusive of funds contained in the Government Improvement Account, and, specifically, funds from such account shall not be used for the purposes of fulfilling the Concessioner's obligations under Section 4 of this Concession Contract, and the Maintenance Agreement for the Dangling Rope Marina attached as "Attachment A" and made a part hereof. The Concessioner shall have no ownership, Possessory Interest, or other interest in improvements made from funds from the Government Improvement Account.

(a)(3) Beginning with the first fiscal quarter following the completion of the Dangling Rope Development Area fuel facilities, the Concessioner shall deposit within fifteen (15) days after the last day of each fiscal quarter an annual sum of EIGHTY THOUSAND DOLLARS (\$80,000), by quarterly deposits of TWENTY THOUSAND DOLLARS (\$20,000), into an interest bearing account at a Federally insured financial institution, which shall be deposited electronically by the Concessioner using the Treasury Financial Communications System. An interest charge will be assessed on overdue amounts for each thirty (30) day period, or portion thereof, that payment is delayed beyond the fifteen (15) day period provided for herein. The percent of interest charged will be based on the then current value of funds to the United States Treasury which is published quarterly in the Treasury Fiscal Requirements Manual. The Government Improvement Account shall be maintained separately from all other Concessioner funds and copies of monthly account statements shall be provided to the Secretary.

(a)(4) The Concessioner shall submit annually as soon as possible, but no later than ninety (90) days after the end of each Concessioner fiscal year, a financial statement reflecting total activity in the Government Improvement Account for the preceding fiscal year. The Concessioner's fiscal year is defined as the 52 or 53 week period ending on the Friday which is closest to September 30 of each calendar year. The statement shall reflect quarterly credits, expenses by project, and the interest earned.

(a)(5) The balance in the Government Improvement Account shall be available for projects in accordance with the Government Improvement Account's purpose. Advances or credits to the account by the Concessioner will not be allowed. Projects will be carried out by the Concessioner as the Superintendent shall direct in writing in advance of any expenditure being made. For all expenditures made for each project from the Government Improvement Account, the Concessioner shall maintain auditable records including invoices, billings, canceled checks, and other documentation satisfactory to the Secretary.

(a)(6) Upon the expiration or termination of this Concession Contract, or upon assignment or sale of interests related to this Concession Contract, the unexpended balance remaining in the Government Improvement Account shall be expended by the Concessioner for approved projects, or, shall be remitted by the Concessioner to the Secretary in such a manner that payment shall be received by the Secretary within fifteen (15) days after the last day of the Concessioner's operation."

IN WITNESS WHEREOF, the parties hereto have hereunder submitted their names and affixed their seals.

Dated at Denver, Colorado, this 5th day of March, 1996.

ARAMARK Leisure Services, Inc.

BY: 

TITLE: PRESIDENT

DATE: 2-16-96

UNITED STATES OF AMERICA

BY: 

John E. Cook JEC

FIELD DIRECTOR, INTERMOUNTAIN
NATIONAL PARK SERVICE

Maintenance Agreement
Dangling Rope Marina
Concession Contract No. CC-GLCA-003-69

Preface of Agreement

This Agreement between ARAMARK Leisure Services, Inc., formerly ARA Leisure Services, Inc., (hereinafter referred to as "Concessioner") and the National Park Service (hereinafter referred to as "Service") will serve to establish maintenance responsibilities for the Concessioner and the Service for that portion of the Dangling Rope Marina within Glen Canyon National Recreation Area assigned to the Concessioner.

The terms and conditions of this Agreement are subordinate to the terms and conditions of Concession Contract No. CC-GLCA-003-69, as amended. In the event of disputes or conflicts in language or interpretation, the Concession Contract will prevail. This Agreement shall remain in effect during the term of the Concession Contract. Amendments and changes may be made at the determination of the Service.

I. Government-owned Facilities Assigned to the Concessioner (Concessioner Maintenance)

Dangling Rope Fuel Dock Floating Platform and Fire Suppression System
Marina Floating Breakwater

II. Government-owned Facilities Not Assigned to the Concessioner (Service Maintenance)

- a. Ranger Station and Visitor Contact Area
- b. Restroom (Men and Women) next to Marina Store
- c. Maintenance Building and Generators
- d. Battery/Control Building for Photovoltaic System
- e. Laundry/ Recreation Building
- f. Residences for Service employees
 - Unit No. 420 A & B
 - Unit No. 421 A & B
 - Unit No. 422 A & B
 - Unit No. 423
- g. Search and Rescue storage facility on the picnic dock.
- h. Marina facilities (other than the fuel dock), including all floating platforms, courtesy docks, and the anchoring system.
- i. Marina access ramp
- j. Service ramp and government dock

III. Concessioner-owned Facilities used by the Concessioner (Concessioner Maintenance)

- a. Marina Store/Snack Bar/ Office Building
- b. Boat Repair Building
- c. Marina Fuel Dispensing Equipment & other Fuel Dock utilities
- d. Fuel Dock Cashier Building
- e. Fuel Dock Storage Building

- f. Residences for Concessioner employees
- | | | |
|---------------|-------|-------|
| Dormitory | 1 | _____ |
| Dormitory | 2 | _____ |
| Dormitory | 3 | _____ |
| Dormitory | 4 | _____ |
| Duplex, Units | 5 & 6 | _____ |

IV. Maintenance Inspection

There shall be an annual joint inspection during the month of July of buildings, utilities, grounds, and equipment within the areas assigned to the concessioner to determine if they are satisfactorily maintained and compliant to applicable rules, laws, and regulations. As a result of this inspection, a schedule of maintenance projects will be prepared, consistent with this Maintenance Agreement, by the Concessioner and the Service. This Maintenance Agreement shall also be reviewed and revised as deemed appropriate by the Service.

V. Buildings, Facilities, and Structures

The Service will be responsible for all exterior and interior maintenance of all Government-owned facilities identified in Section II of this Agreement within the Dangling Rope complex.

The Concessioner will be responsible for all interior and exterior maintenance for all Concessioner-owned facilities identified in Section III of this Agreement within the Dangling Rope complex. The Concessioner is also responsible for the maintenance of the Government-owned facilities assigned to the Concessioner per Section I.

The responsibilities of the Concessioner and Service with regard to the facilities each is required to maintain includes, but is not limited to, the following:

- a. Repair, maintain, or replace all parts of the load-bearing structure, including roofing, as required.
- b. Repair, maintain, or replace all interior walking surfaces.
- c. Repair, maintain, or replace all water, sewer, and electrical fixtures. Water conservation in buildings will include using aerators on all sink faucets, low-flow shower heads (not to exceed maximum flow of 1.5 gallons per minute at 20 p.s.i. or 2.8 gallons per minute at 80 p.s.i.), and low-flow toilets (not to exceed 1.6 gallon/flush at 20 p.s.i. or 1.9 gallon/flush at 80 p.s.i.). Water conserving fixtures will be installed in all new construction and when any existing fixtures need replacement.
- d. Repair, maintain, or replace the water system from within the buildings to the water meter.
- e. Repair, maintain, or replace the sewer system from within the buildings to the point of collection (first manhole or lift station).

- f. Repair, maintain, or replace all wiring, conduit, fuses, breakers, etc., within the buildings to the electrical meter.
- g. Painting of interior and exterior surfaces on at least a 5-year cycle. The color of the paint shall be approved by the Superintendent prior to use.
- h. Maintain, repair, or replace heating and air conditioning systems.
- i. Repair, replace or maintain all equipment, registers, display counters, shelving, refrigeration, and freezing devices, etc.
- j. Repair and maintain all porches that provide access including the load-bearing structure.
- k. Repair and maintain all doors, door frames, and door trim.
- l. Repair and maintain all glass in windows, all glass in doors, screens, shutters, etc.
- m. Repair and maintain all wall and ceiling coverings.
- n. Refinish or replace all floors, floor coverings, and walking surfaces.
- o. Maintain in a serviceable condition all interior safety devices, fire detection and suppression devices, equipment and appurtenances, as well as fire extinguishers.
- p. Provide all cleaning supplies, lamp bulb replacement, and cleaning services to ensure a neat and clean appearance. Ensure that occupants of employee housing also keep their units to a neat and clean standard.
- q. Provide window cleaning (inside and out) to maintain a clean appearance.

VI. Utilities

Service

a. Water System

The Service shall repair, maintain, or replace the water system including water production, treatment, storage, and distribution facilities up to the water meters. The Service, as the provider of the water distribution system, shall maintain and operate water bacteriological monitoring, backflow systems, and fire suppression lines for the Concessioner related services. The Service will maintain reverse osmosis water treatment units located in individual housing units as long as they are required to meet water quality standards.

b. Sewer System

The Service shall repair, maintain, or replace the sewage collection and treatment system from the point of collection (first manhole or lift station serving a facility) to the sewage treatment facility, including all lift stations, and force mains.

c. Electrical System

The Service shall repair, maintain, or replace the main electrical system from the generating equipment up to the electric meters for each facility. This includes the photovoltaic system, battery storage, inverter and controls, and backup generators. The Service, as the provider of the electrical system, shall maintain and operate the electrical generation and distribution system, for the Concessioner related services, up to the electric meters.

d. Propane System

The Service shall repair, maintain or replace the propane system from the storage tanks up to the meters for each facility.

Concessioner

The Concessioner is responsible for maintenance of the water, sewer, electrical, and propane piping/wiring within their assigned facilities. The water, sewer, electrical and propane utility systems at the Dangling Rope Marina are provided by the Service. Rate structures are to be based consistent with Special Directive 83-2, and are to be computed annually. The Concessioner will be billed by the Service for the utilities provided to Concessioner-owned facilities and Government-owned facilities assigned to Concessioner. The Concessioner is liable for the prompt payment of water, sewer, electrical and propane utility systems at the Dangling Rope Marina as billed by the Service. In consideration of the Concessioner transporting all solid waste from the Dangling Rope Marina to Wahweap Marina, the Service will not charge the Concessioner for solid waste collected at the Dangling Rope Marina facilities.

VII. Signs

Service

The Service is responsible for all regulatory, control, or informational signs that serve the interest of the Service. The Service will install, maintain, and replace all such signs. The Service shall install and maintain all regulatory control or information signs and lighting located on the marina breakwater.

Concessioner Responsibilities

The Concessioner will be responsible for the installation, maintenance, and replacement of all interior and exterior signs relating to its operation and services within the assigned area. The Concessioner is responsible to ensure that its signs, throughout the area, are compatible

with Service standards. All sign styles and text shall be approved, in advance, by the Superintendent.

VIII. Fuel System (fuel dock)

Service

The Service shall provide major rehabilitation or replacement of the fuel dock floating platform and anchoring system when required due to age or deterioration of the facility. The Service will be responsible for the fuel dock anchoring system and relocation of the dock due to fluctuating lake levels.

Concessioner Responsibilities

The Concessioner shall repair, and maintain the fuel dock decking, bumper boards, structure, railings, and floatation devices in a safe and serviceable condition. Fire suppression equipment and appurtenances shall be maintained in a serviceable condition in accordance with National Fire Protection Association (NFPA) code requirements. The fuel dock will be kept free of litter, clutter, equipment, and other discarded property. The Concessioner shall maintain in a serviceable condition, consistent with State and Federal regulations and code requirements, all fuel dispensing equipment (including nozzles, regulators, shut-offs, pumps, pump housing, and other related appurtenances). The Concessioner shall install, maintain, or replace fuel storage tanks and pumps, pipes, etc., to the dispensing apparatus and shall be responsible for the maintenance of fire suppression equipment, consistent with code requirements, for fuel dispensing equipment and storage of fuel. All repairs, remodeling, or upgrading shall be consistent with applicable codes. The Concessioner shall have an up-to-date Spill Prevention Control and Countermeasure (SPCC) Plan for the fuel dock and provide the necessary employee training and response equipment to be prepared for a spill response in accordance with this plan.

IX. Pollution Prevention Planning

GENERAL STANDARD:

It is a fundamental "pollution prevention" premise that the design, construction, and operation of all concession facilities at Glen Canyon National Recreation Area, whenever feasible, will be done in a manner that prevents or reduces pollution at the source. Concessioner facility operations and management, and acquisition activities will be conducted, to the maximum extent practicable, to avoid or minimize the quantity of toxic and hazardous chemicals and extremely hazardous substances from entering the wastestream. In addition to resource reduction, the Concessioner will demonstrate a commitment that waste generated is to be recycled to the maximum extent practicable, and that any wastes remaining are stored, treated, or disposed of in a manner protective of public health and the environment.

Service:

The Service will incorporate the "General Standard" stated herein into the Concessioner's periodic evaluation process. Any violation of this standard will be considered an "A" violation as recognized in the evaluation process. Accordingly, compliance to this standard, like other Service standards, will be incorporated into the Concessioner's periodic evaluations, contractual compliance and the Concessioner's Annual Overall Performance Evaluation.

Concessioner Responsibilities:

1. The Concessioner will report to the Service annually on toxic chemicals entering any wastestream from their facilities. Any releases to the environment will be reported promptly to the Service, and to others as required by regulation. In addition, the Concessioner will cooperate fully with Service officials to improve local emergency planning, spill prevention and response, accident notification, and pollution prevention planning.
2. The Concessioner will help encourage markets for clean technologies and safe alternatives to toxic, hazardous, and extremely hazardous substances through any means possible, including revisions to specifications and standards, the acquisition and procurement process, the testing of innovative pollution prevention technologies and the public sharing of information concerning pollution prevention successes that have been attained.

X. Marina

Service

The Service shall repair, maintain, or replace the marina facilities, which are Government-owned and not assigned to the Concessioner. This includes the marina anchoring system and the entire marina floating structure with the exception of the fuel dock. The Service will be responsible for maintenance of the marina anchoring system and relocation of the entire marina to respond to lake level fluctuations. The Service shall repair, maintain, or replace the fire suppression system associated with the marina (excluding the fuel dock). The Service shall repair and maintain the sewage pumpout facilities and sewage lines in a serviceable condition that reduces the possibility of sewage entering the lake and complies with Federal, State and county codes.

Concessioner Responsibilities

The Concessioner will be responsible for litter pickup and cleaning of deck surfaces throughout the marina, as addressed in Section XII. The Concessioner also is responsible for routine fuel dock maintenance, per Section VIII. The marina breakwater will be maintained and relocated due to lake level fluctuations by the concessioner. The Concessioner's fireboats and workboats will be maintained in a serviceable condition at all times.

XI. Boat Sewage Facilities

Service

The Service will operate and maintain the boat sewage pumpout facilities on the Dangling Rope Marina. In addition, the Service will provide major rehabilitation and/or replacement of the floating sanitation stations.

Concessioner Responsibilities

The Concessioner will perform the routine cleaning, pumping and repair of up to 8 floating sanitation stations that support the Dangling Rope Marina operations by reducing demand for pumpout and courtesy dock space. The Concessioner will provide frequent cleaning to keep these stations sanitary and pleasant for boaters, keep all equipment in a serviceable condition, and pump the sewage holding tanks often enough to control odors. The stations will be kept free of litter and any trash that accumulates on them will be removed by the Concessioner. The Concessioner will also be responsible for operating the winches on the floating sanitation station anchoring systems to respond to fluctuating lake levels.

XII. Solid Waste Disposal, Litter, and Walkway Cleanup

Service

The Service will be responsible for pickup of all litter within the Service employee housing area. The Service shall maintain the trash compaction equipment and barges for transporting solid waste from Dangling Rope to Wahweap, and will be responsible for the disposal of the Dangling Rope solid waste once the Concessioner has transported it down to Wahweap Marina.

Concessioner Responsibilities

The Concessioner shall provide pick up of all litter and cleaning of all marina walkways and floating platforms throughout the marina. In addition, the Concessioner will empty trash containers on the marina walkways and floating platforms as they become full. The Concessioner shall be responsible for the pickup of all litter within the Concession employee housing area. The assigned area shall be kept free of litter, garbage, abandoned equipment, vehicles, furniture, and fixtures. The Concessioner will provide adequate Service approved trash and garbage containers within the assigned area. These containers will be maintained, serviceable, and the sites free of spills, waste, and litter, and will be removed from the area on a daily basis. The Concessioner will provide a weekly cleaning of the Recreation Hall due to extensive use of this facility by Concession employees. The Concessioner will haul the accumulated trash at Dangling Rope to Wahweap Marina for disposal by the Service.

XIII. Grounds, Landscaping, and Pest Control

Service Responsibilities:

The Service shall be responsible for landscaping, grounds care (watering, mowing, weeding, fertilizing, pruning, etc.) for the Service employee housing area. The Service will provide mowing for the Concessioner's employee housing area.

Concessioner Responsibilities:

The Concessioner shall be responsible for landscaping, grounds care (watering, weeding, fertilizing, pruning, etc.) for the Concessioner employee housing area. Plans for such landscaping must have the prior approval of the Service. The Concessioner shall be responsible for keeping the assigned areas free and clear at all times of safety hazards (broken glass, sharp objects, etc.).

XIV. Shoreline Cleanup

The Service and Concessioner will both participate in an annual joint effort to clean up the shoreline of Dangling Rope Canyon.

Dated at Glen Canyon National Recreation Area this 13 day of May, 1996.

ARAMARK Leisure Services, Inc.

National Park Service

BY: Dillbert E. Johnson

BY: [Signature]

Superintendent

TITLE: Regional Vice President

DATE: May 13, 1996

RON

LAND ASSIGNMENT
to
WAHWEAP LODGE & MARINA, INC.
GLEN CANYON NATIONAL RECREATION AREA
CONCESSION CONTRACT NO. CC1440-9-6001
Covering the Period
January 1, 1969 through December 31, 1998

1. Pursuant to Section 4 of the concession contract, the area of land deemed necessary for the operation of the concession, including the Wahweap Lodge and Marina complex, service station, retail boat sales/repair facilities, in house boat repair yard, courtesy boat docking area, tour boat docking area, RV park complex, employee trailer village, and dry storage area, Lake Powell Motel and Dangling Rope Marina, as shown on the attached drawings, is assigned to the concessioner for his use.
2. Within the boundaries of the parcels of assigned lands, the concessioner is responsible for: landscaping, grounds care and improvement, walkway maintenance, and litter collection and disposal. This includes litter collection on the hillsides surrounding the facilities inasmuch as the bulk of the litter is generated from the concessioner operations. This is to include the area down to the water line, and to within fifty (50) feet of Lake shore Drive from the area of the land assignment. The concessioner will provide sweeping of curbs and gutters in parking areas until December 31, 1985, at which time the concessioner will assume responsibility for sweeping the open areas as well.
3. Within the boundaries of the parcels of assigned lands, the Secretary is responsible for maintenance of park roads and parking areas. This does not include the temporary marina parking lot. The Secretary will provide for the sweeping of openly traveled areas until December 31, 1985.
4. The Secretary will provide for use of the concessioner utility improvements in the manner of distribution and collection systems for water and sewage. In accordance with Section 4(f) of the contract, the concessioner will provide maintenance and minor repair of the utility systems from the points designated on the attached drawings to the concessioners facilities. The Secretary will maintain fire hydrants within the land assignment.

Wahweap Lodge and Marina, Incorporated

By: 

Title: Am

Date: 8/22/85

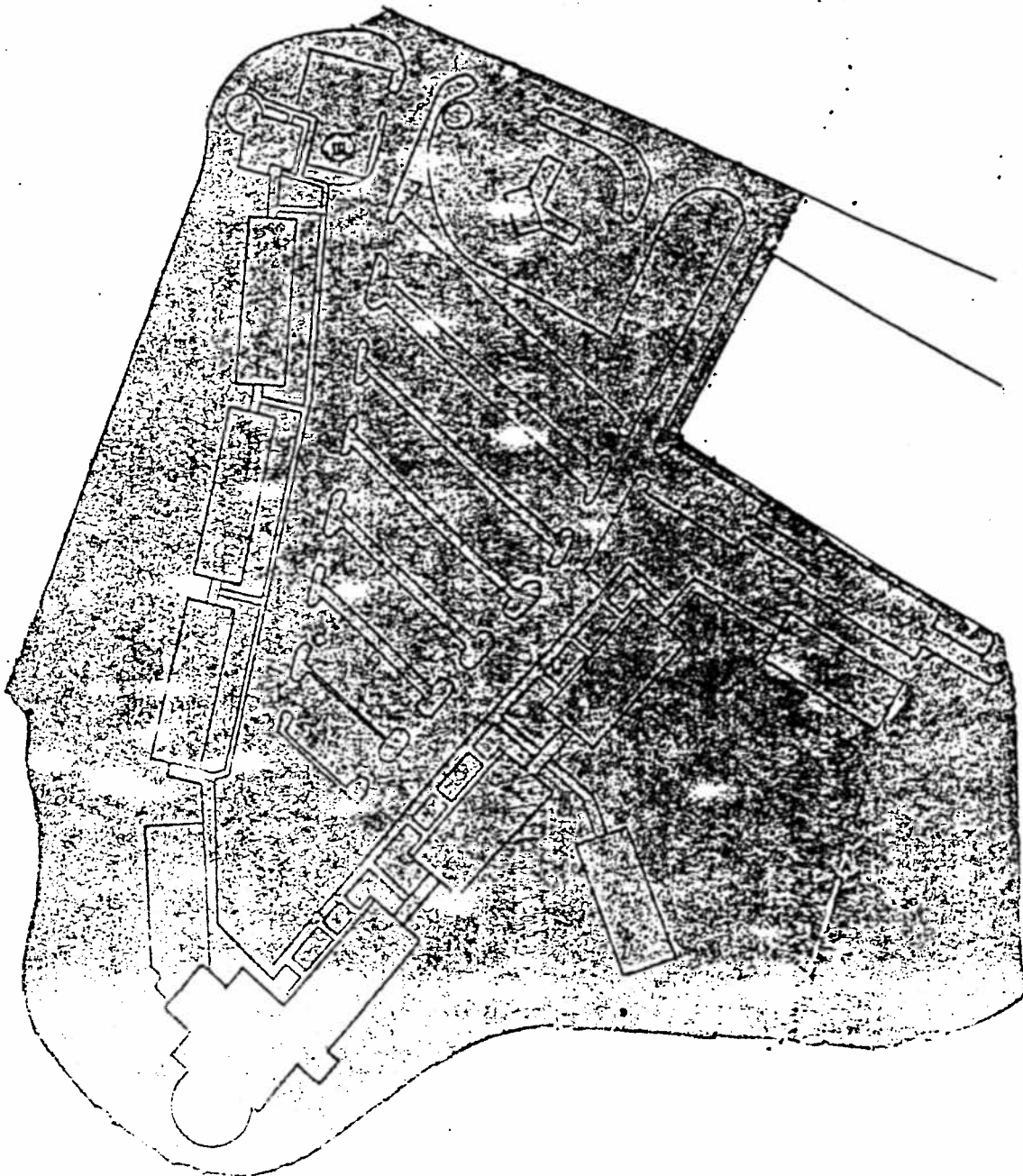
Glen Canyon National Recreation Area

By: 

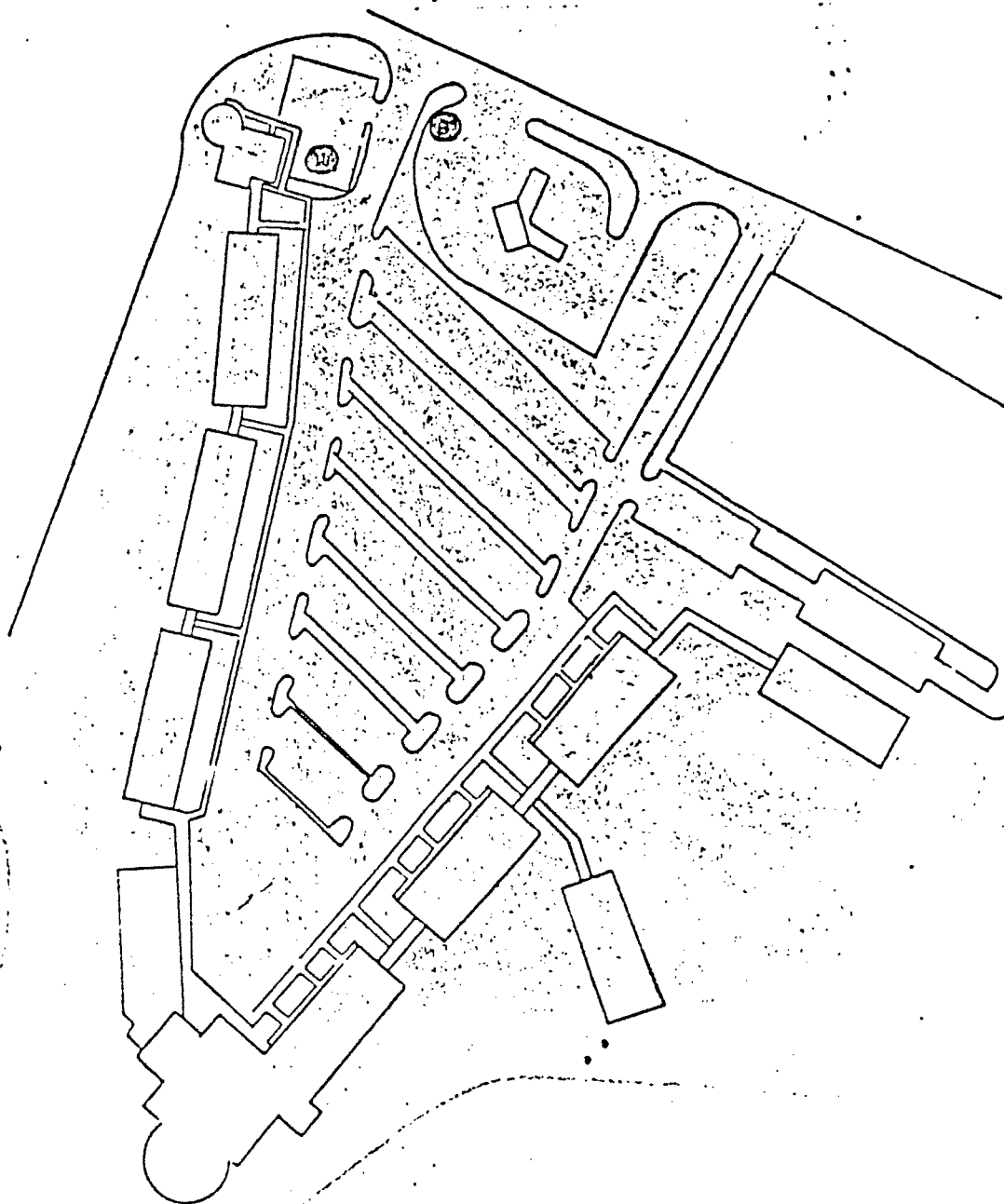
Title: ACT. SUPT.

Date: 8-22-85.

Concession Contract 14-10-9-900-159
Wahweap Lodge & Marina, Inc.
Land Assignment Drawing No. 1 of 5

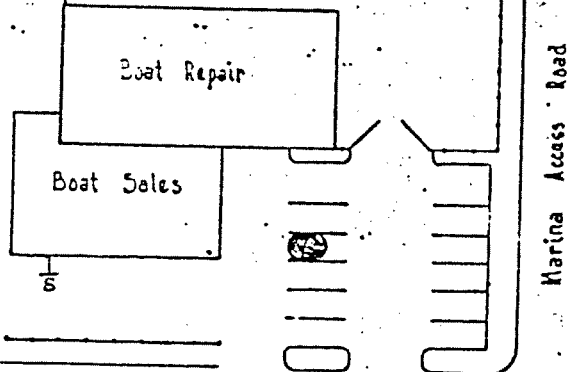


Concession Contract 14-10-9-900-159
Wahweap Lodge & Marina, Inc.
Land Assignment Drawing No. 1 of 5



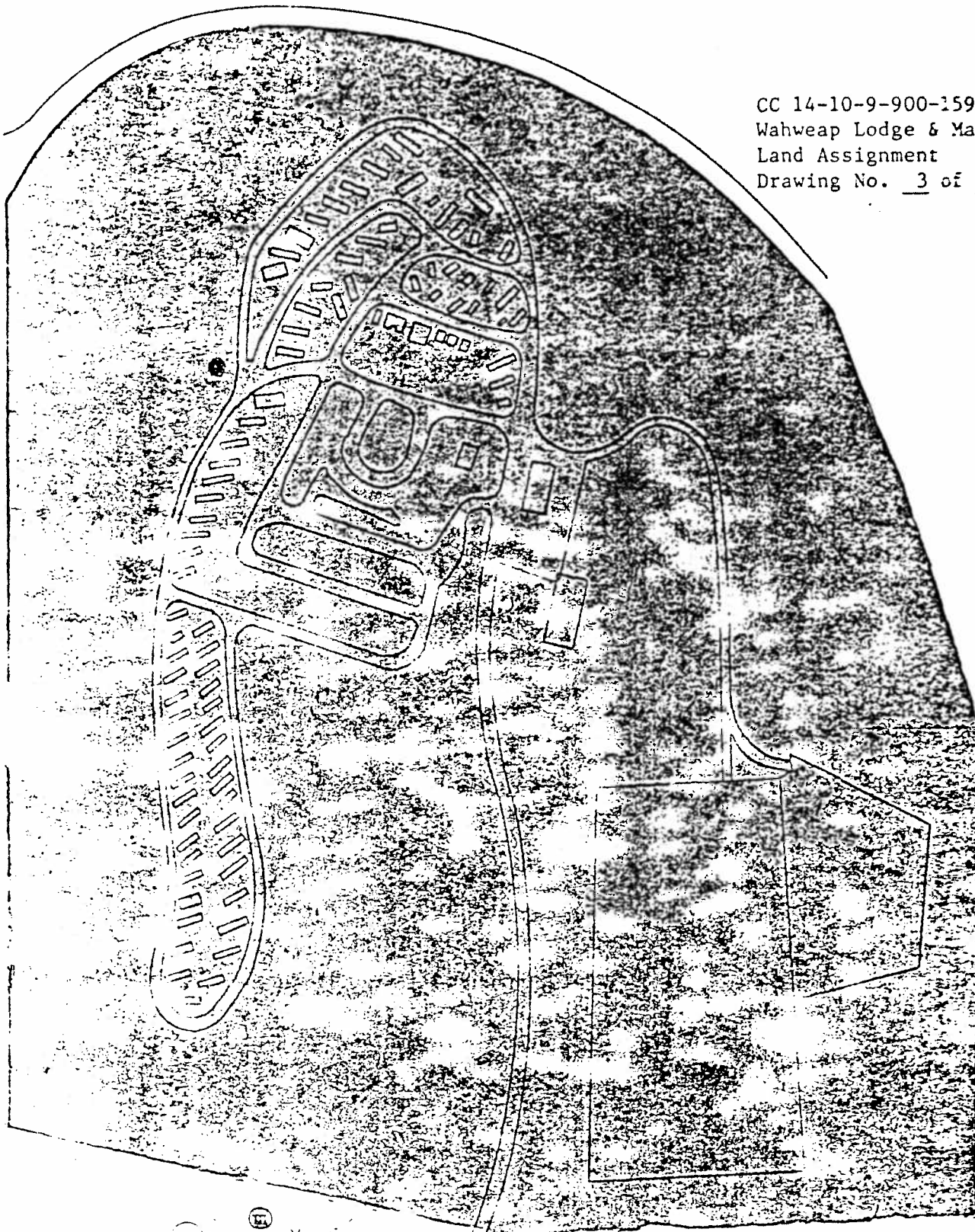
and Assignment
includes Marina and
Boat Field regardless
of Lake Fluctuations

Land Assignment
extends to Lodge
Drawing # 1



CC 14-10-9-900-159
Wahweap Lodge & Marina, Inc.
Land Assignment
Drawing No. 2 of 5

CC 14-10-9-900-159
Wahweap Lodge & Marina, Inc.
Land Assignment
Drawing No. 3 of 5



Master
Meter From
Trailer Village

DANGLING ROPE FLOATING COMPLEX

CC 14-10-9-900-159
 Wahweap Lodge & Marina, Inc.
 Land Assignment
 Drawing No. 4 of 5

